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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA-- EASTERN DIVISION

DOLORES GRANILLO, ALBERT
GRANILLO, and DESIREE NAVA,
individually, and on behalf of a class
of similarly situated individuals,

Plaintiffs,

v.

FCA US LLC, a Delaware limited
liability company, and DOES 1-10,
inclusive,

Defendants.

Case No.: 5:15-cv-02017 VAP (DTBx)

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- (1) Violations of California Consumer
Legal Remedies Act
- (2) Violations of Unfair Competition
Law
- (3) Breach of Implied Warranty
pursuant to Song-Beverly Consumer
Warranty Act
- (4) Breach of Warranty under the
Magnuson- Moss Warranty Act
- (5) Breach of Express Warranty under
Cal. Com. Code § 2313

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiffs Dolores Granillo, Albert Granillo, and Desiree Nava (“Plaintiffs”) bring this action for themselves and on behalf of all persons in California who purchased or leased any FCA US LLC (“FCA”) vehicles equipped with FCA’s 9-speed automatic transmissions (“ZF 9HP Automatic Transmissions”) (collectively, “Class Vehicles”)¹ designed, manufactured, marketed, distributed, sold, warranted, and serviced by FCA (“Defendant”).

2. FCA designed and marketed its vehicles with the new ZF 9HP Automatic Transmissions as “a critical part of [their] strategy to meet fuel economy requirements over the next several years,”² and promising that the new transmission would deliver “numerous benefits customers will appreciate, including aggressive launches, smooth power delivery at highway speeds and improved fuel efficiency versus a six-speed automatic transmission.”³ Accordingly, FCA released the 2014 Jeep Cherokee with “the world’s first nine-speed automatic transmission for a passenger vehicle” and lauded the ZF 9HP Automatic Transmissions as a “leading-edge solution to [...] mileage and emissions objectives.”⁴

3. The ZF 9HP Automatic Transmissions was supposed to serve as a significant technological advancement from previously employed six-speed automatic transmissions due to its unique 9.8 ratio spread and computer-

¹ On information and belief, these vehicles include, but are not limited to, the following FCA models: 2014-2015 Jeep Cherokee, 2015 Chrysler 200, and 2015 Jeep Renegade

² See FCA Corporate News, *Chrysler Group Plans to Invest Nearly \$20 Million in Toledo Machining Plant* (April 26, 2013), <http://media.chrysler.com/newsrelease.do?id=14171&mid=2> (last visited July 8, 2015).

³ See Press Kit: 2014 Jeep Cherokee, *All New 2014 Jeep Cherokee: No-compromise Mid-size SUV Sets a New Standard* (Sept. 9, 2013), <http://www.media.chrysler.com/newsrelease.do?id=14039&mid=426> (last visited July 8, 2015).

⁴ See AutoBlog.com, *Jeep unveils 9-speed transmission for Cherokee* (Mar. 28, 2013, 2:02PM), <http://www.autoblog.com/2013/03/28/jeep-unveils-9-speed-transmission-for-cherokee/> (last visited July 8, 2015).

1 controlled shifting, which were designed together to allow for better performance
2 and fuel economy, while maintaining the ease of use of traditional automatic
3 transmissions.

4 4. In fact, prior to even releasing the ZF 9HP Automatic Transmission
5 in its vehicles, FCA confirmed that it was plagued with problems. In addition to
6 its market delay, on September 24, 2013, it was reported that FCA “was also
7 forced to postpone” media drive events to ““further improve powertrain
8 calibrations.””.⁵

9 5. Unfortunately, FCA failed to deliver any vehicles with the ZF 9HP
10 Automatic Transmission that lived up to the promise of a transmission that
11 “shifts through the gears so smoothly that drivers don’t even notice most of the
12 gear changes.”⁶ Ultimately, the Cherokee’s release, originally set for “no later
13 than September” 2013⁷, was plagued with delays due to glitches in “the software
14 that controls how the SUV’s nine-speed transmission interact[s] with its
15 innovative disconnecting drivetrain.”⁸ Chrysler claimed that “[t]he company
16 will not ship vehicles until we are fully satisfied the Cherokee meets customer
17 expectations for performance, refinement and quality.”⁹ “Insiders say the new
18 transmission – which is a ZF design but being built by Chrysler – isn’t shifting
19 as smoothly as intended.”¹⁰ Sergio Marchionne, CEO of Fiat Chrysler
20

21 ⁵ See Left Lane News, *Chrysler Suspends Shift at Jeep Cherokee Plant*,
22 (September 24, 2013, 11:06AM), www.leftlanenews.com/chrysler-suspends-shift-at-jeep-cherokee-plant.html (last visited November 19, 2015).

23 ⁶ See Drive: The ZF Magazine, Feb. 2013, at 29,
24 http://www.zf.com/media/media/en/document/corporate_2/downloads_1/customer_magazines/drive/drive_2013_2.pdf (last visited July 8, 2015).

25 ⁷ See Left Lane News, *Jeep Cherokee still waiting on transmission fix*
(Oct. 11, 2013, <http://www.leftlanenews.com/jeep-cherokee-still-waiting-on-transmission-fix.html>) (last visited July 27, 2015).

26 ⁸ See Autoweek.com, *Chrysler CEO vows never to repeat mistakes from Cherokee launch* (Oct. 30, 2013), <http://autoweek.com/article/car-news/chrysler-ceo-vows-never-repeat-mistakes-cherokee-launch> (last visited July 8, 2015).

27 ⁹ See Left Lane News, *Jeep Cherokee still waiting on transmission fix*
28 (Oct. 11, 2013, 1:08PM) <http://www.leftlanenews.com/jeep-cherokee-still-waiting-on-transmission-fix.html> (last visited November 19, 2015).

¹⁰ *Id.*

1 Automobiles, later admitted that the transmission lacked “mature” software at
2 the time of release.¹¹

3 6. After multiple delays, attempted fixes and recalibrations, FCA
4 nevertheless sold the Class Vehicles with the ZF 9H Automatic Transmission.
5 Unfortunately for consumers, FCA knowingly rushed a product to market that
6 was defective and has been unable to repair the Class Vehicles.

7 7. Traditional automatic transmissions use a set of gears that provides
8 a given number of ratios. The transmission shifts gears to provide the most
9 appropriate ratio for a given situation. Normally, that means lower gears for
10 starting, middle gears for acceleration and passing, and higher gears for more
11 fuel-efficient cruising. The ZF 9HP Automatic Transmission differs from
12 traditional automatic transmissions in that it employs a 9.8 ratio spread, as
13 opposed to 6, allowing for shorter shifts between gears, keeping the engine speed
14 as low as possible, and contributing to greater fuel-efficiency. Additionally, the
15 ZF 9HP Automatic Transmission borrows fuel-efficient characteristics typically
16 seen in manual transmissions, such as “dog clutches,” which use less power to
17 shift than the friction clutches normally utilized in automatic transmissions.
18 However, in contrast to manual transmissions, the ZF 9HP Automatic
19 Transmission engages the dog clutches with computer software commands from
20 an electronic control unit in order to save space and ensure that the complex
21 transmission actually fits inside the vehicles. An automotive journalist best
22 explains the result of employing the software:

23 The 9HP’s software on the other hand responds by
24 cutting power initially, then diving as far down the
25 gear-ladder as it can, engaging the dog clutches and
26 then reinstating your throttle command. The result is a
somewhat odd delay between the pedal on the floor and

27 ¹¹ See Automotive News, *Another fix for Jeep’s troubled 9-speed* (Feb. 2,
28 2015, 12:01AM),
<http://www.autonews.com/article/20150202/OEM01/302029930/another-fix-for-jeeps-troubled-9-speed> (last visited July 8, 2015).

1 the car taking off like a bat out of hell.¹²

2 8. Despite the initial skepticism towards the performance of the ZF
3 9HP Automatic Transmissions, Sergio Marchionne touted his confidence in the
4 ZF 9HP Automatic Transmissions, stating that it “has all the elements that we
5 feel are essential to our front-wheel-drive/all-wheel-drive portfolio”¹³ and that
6 “[i]t is still the most viable solution moving forward.”¹⁴ Further, FCA’s press
7 releases continued to praise the Cherokees’ performance with the newly
8 equipped 9-speed transmission:

9 The all-new 2014 Jeep Cherokee completely redefines
10 the mid-size SUV segment, delivering legendary Jeep
11 4x4 capability, improved fuel economy, superior on-
12 road ride and handling, revolutionary design, world-
13 class craftsmanship, clever functionality and versatility,
14 more than 70 safety and security features and user-
15 friendly technology. The Jeep Cherokee delivers
16 unmatched off-road capability while not sacrificing on-
17 road ride and handling, comfort or segment-leading
18 features.¹⁵

16 And:

17 The 2015 Jeep Cherokee premium on-road manners and
18 fuel efficiency are a result of a number of efforts by
19 Jeep engineers. Powered by the choice of two new
20 engines mated to a segment-first nine-speed automatic
21 transmission, the all-new Cherokee delivers the power
22 drivers appreciate on the road without sacrificing fuel

21 ¹² See *The Truth About Cars*, *ZF’s 9-Speed 9HP Transmission Puts Dog*
22 *Clutches On The Leash* (Feb. 8, 2014),
23 [http://www.thetruthaboutcars.com/2014/02/zfs-9-speed-9hp-transmission-puts-](http://www.thetruthaboutcars.com/2014/02/zfs-9-speed-9hp-transmission-puts-dog-clutches-on-the-leash/)
[dog-clutches-on-the-leash/](http://www.thetruthaboutcars.com/2014/02/zfs-9-speed-9hp-transmission-puts-dog-clutches-on-the-leash/) (last visited July 8, 2015).

24 ¹³ See *Autoweek.com*, *Chrysler CEO vows never to repeat mistakes from*
Cherokee launch (Oct. 30, 2013), [http://autoweek.com/article/car-news/chrysler-](http://autoweek.com/article/car-news/chrysler-ceo-vows-never-repeat-mistakes-cherokee-launch)
[ceo-vows-never-repeat-mistakes-cherokee-launch](http://autoweek.com/article/car-news/chrysler-ceo-vows-never-repeat-mistakes-cherokee-launch) (last visited July 8, 2015).

25 ¹⁴ See *Automotive News*, *Marchionne commits to 9-speed, says technology*
keeps evolving (Mar. 30, 2014),
26 [http://www.autonews.com/article/20140330/OEM06/303319976/marchionne-](http://www.autonews.com/article/20140330/OEM06/303319976/marchionne-commits-to-9-speed-says-technology-keeps-evolving)
[commits-to-9-speed-says-technology-keeps-evolving](http://www.autonews.com/article/20140330/OEM06/303319976/marchionne-commits-to-9-speed-says-technology-keeps-evolving) (last visited July 8, 2015).

27 ¹⁵ See Press Kit: 2014 Jeep Cherokee, *All New 2014 Jeep Cherokee: No-*
compromise Mid-size SUV Sets a New Standard (Sept. 9, 2013),
28 [http://www.media.chrysler.com/](http://www.media.chrysler.com/newsrelease.do?id=14039&mid=426)
[newsrelease.do?id=14039&mid=426](http://www.media.chrysler.com/newsrelease.do?id=14039&mid=426) (last visited July 8, 2015).

1 efficiency. With highway fuel economy ratings of up to
 2 31 mpg and a driving range on a tank of gasoline of
 3 nearly 500 miles, the all-new 2015 Jeep Cherokee
 4 delivers drivers a no-compromise ownership
 experience.¹⁶

5 9. A vehicle equipped with the ZF 9HP Automatic Transmission
 6 should function in a manner that the driver expects, i.e. it should start, accelerate,
 7 decelerate, and stop at appropriate times while the driver operates the vehicle. In
 8 practice, however, FCA's 9-speed transmission operates erratically, causing
 9 numerous safety concerns.

10 10. Specifically, Plaintiffs are informed and believe, and based thereon
 11 allege, that the ZF 9HP Automatic Transmission contains one or more design
 12 and/or manufacturing defects in that the transmission exhibits rough, delayed, or
 13 sudden shifting or failure to shift; grinding or other loud noises during shifting;
 14 harsh engagement of gears; sudden or harsh accelerations/decelerations; sudden
 15 loss of power; premature transmission wear; and transmission failure (the
 16 "Transmission Defect").

17 11. Based on information and belief acquired through publicly available
 18 information, Plaintiffs believe that the Transmission Defect stems from the
 19 Transmission Control Module ("TCM") and its software.

20 12. The Transmission Defect causes unsafe conditions, including, but
 21 not limited to, delayed acceleration, abrupt forward propulsion and sudden loss
 22 of power, which present a safety hazard because they severely affect the driver's
 23 ability to control the car's speed, acceleration, and deceleration. As an example,
 24 these conditions may make it difficult to safely change lanes, make turns, merge
 25 into traffic, accelerate from stop light/sign, and accelerate onto

26 ¹⁶ See Press Kit: 2015 Jeep Cherokee, *2015 Jeep Cherokee: Most Capable*
 27 *Mid-size SUV Expands Availability of Features Customers Desire for 2015*
 28 (Sept. 2, 2014), <http://www.media.chrysler.com/newsrelease.do?&id=15865&mid=426> (last
 visited July 8, 2015).

1 highways/freeways because Class Members' vehicles have failed to accelerate
2 when they attempted to change lanes, turn, and/or merge onto highways.

3 13. On information and belief, Defendant's corporate officers, directors,
4 or managers knew about the Transmission Defect and failed to disclose it to
5 Plaintiffs and Class Members, at the time of sale, lease, repair, and thereafter.

6 14. On information and belief, the Class Vehicles utilize the same or
7 substantially identical ZF 9HP Automatic Transmissions, and the Transmission
8 Defect is the same for all Class Vehicles.

9 15. On information and belief, the Transmission Defect also causes
10 premature wear to the 9-speed transmission and other related components, which
11 may result in premature transmission failure and require expensive repairs,
12 including possible replacement of the transmission and its related components.

13 16. As a result of the Transmission Defect, FCA has issued several
14 Technical Service Bulletins ("TSBs"), as well as three transmission software
15 updates, to its dealers in the United States, acknowledging defects in the 9HP
16 Automatic Transmission. For example, FCA issued TSB #SB-21-013-13 on or
17 around November 14, 2013, to its dealers, covering the 2014 Jeep Cherokee, and
18 informed them of the procedure to be followed in the event customers "indicate
19 that their transmission shift quality does not meet their expectations" and poor
20 shift quality is identified during "New Vehicle Preparation 'Road Test'."

21 Further, FCA issued TSB #SB-21-014-13 on or around December 19, 2013, to
22 its dealers, covering the 2014 Jeep Cherokee, and informed them that "ON
23 SOME JEEPS, WITH NEW SOFTWARE ROBUSTNESS IMPROVEMENTS,
24 EXPERIENCING INCONSISTENT AND/OR HARSH1-2 or 2-3 UPSHIFTS."

25 17. Additionally, FCA's TSB #21-018-04 from or around May 15,
26 2014, which supersedes the December 2013 TSB (#SB-21-014-13) previously
27 mentioned, addressed customer complaints regarding the 2014 Jeep Cherokee
28 transmission's poor shifting and included a "five-minute software reset" and, in

1 some cases, a 78-minute “adaptive drive learn” test performed by the service
 2 technician to ensure appropriate shifting.¹⁷ A Chrysler spokesperson told
 3 Automotive News that the software update was in response to “customer
 4 feedback” and to “improve satisfaction.”¹⁸ Despite issuing three successive
 5 Technical Service Bulletins and two software updates within the first six months
 6 of production, Sergio Marchionne, CEO of Fiat Chrysler Automobiles, stated in
 7 May 2014 that “he was not concerned about the quality of the nine-speed
 8 automatic transmission.”¹⁹

9 18. However, consumer complaints persisted and FCA’s promises again
 10 fell short when it issued TSB #81-016-1053 on or around October 1, 2014,
 11 covering the 2014-2015 Jeep Cherokees and 2015 Chrysler 200, informing
 12 dealers that the “TRANSMISSION MAY NOT ALLOW THE TRANSAXLE
 13 TO SHIFT GEAR DUE TO TRANSMISSION CONTROL MODULE
 14 SOFTWARE.” In February 2015, FCA issued TSB #21-008-15, covering the
 15 2014-2015 Jeep Cherokees and 2015 Chrysler 200, providing to dealers
 16 “INFORMATION REGARDING AN ISSUE, ON SOME VEHICLES,
 17 WHEREBY 5-4 DOWNSHIFTING, IS LESS THAN DESIRED AND
 18 MALFUNCTION INDICATOR LAMP (MIL) WILL ILLUMINATE AND
 19 REMOVING, DISASSEMBLING AND REPLACING C-CLUTCH SNAP
 20 RING AND TRANSMISSION.” Additionally, in or around February 2015,
 21 FCA released its third transmission software update for vehicles equipped with
 22 the ZF 9HP Automatic Transmission in response to consumer complaints
 23 reporting conditions such as “sudden lunges from unexpected downshifts, a lack
 24 of kickdown upon entering highways, front-axle vibration in low gears, and
 25 complete failures in which the transmission shifts into neutral while driving and

26 ¹⁷ See Automotive News, *Jeep 9-speed needs a reset again* (May 26,
 27 2015), [http://www.autonews.com/article/20140526/OEM06/305269979/jeep-9-](http://www.autonews.com/article/20140526/OEM06/305269979/jeep-9-speed-needs-a-reset-again)
 28 [speed-needs-a-reset-again](http://www.autonews.com/article/20140526/OEM06/305269979/jeep-9-speed-needs-a-reset-again) (last visited July 8, 2015).

¹⁸ *Id.*
¹⁹ *Id.*

lights up the dash with warning lights.”²⁰ FCA issued TSB #21-015-15 on or around March 4, 2015, relating to above-mentioned software update.

19. On information and belief, consumers continued to experience problems with their vehicles despite the purported fixes, including, but not limited to: rough, delayed, or sudden shifting or failure to shift; grinding or other loud noises during shifting; harsh engagement of gears; sudden or harsh accelerations/decelerations; sudden loss of power; and premature transmission wear.

20. Because FCA will not notify Class Members that the ZF 9HP Automatic Transmission is defective, Plaintiffs, Class Members, and members of the general public are subjected to dangerous driving conditions that often occur without warning.

21. The alleged Transmission Defect was inherent in each FCA vehicle equipped with the ZF 9HP Automatic Transmission and was present in each FCA vehicle equipped with the ZF 9HP Automatic transmission at the time of sale.

22. FCA knew about and concealed the Transmission Defect present in every Class Vehicle, along with the attendant dangerous safety problems, from Plaintiffs and Class Members, at the time of sale, lease, repair, and thereafter. In fact, instead of repairing the defects in the ZF 9HP Automatic Transmission, FCA either refused to acknowledge the defects’ existence or performed repairs that simply masked the defects.

23. If Plaintiffs and Class Members had known about these defects at the time of sale or lease, Plaintiffs and Class Members would not have purchased or leased the Class Vehicles or would have paid less for them.

²⁰ See Car and Driver, *Holy Shift: ZF 9-speed Automatic Problems Mount, Chrysler Releases Third Software Update for Jeep Cherokee* (Feb. 4, 2015, 1:55PM), <http://blog.caranddriver.com/holy-shift-zf-9-speed-automatic-problems-mount-chrysler-releases-third-software-update-for-jeep-cherokee/> (last visited July 8, 2015).

1 24. As a result of their reliance on Defendant's omissions, owners
2 and/or lessees of the Class Vehicles suffered an ascertainable loss of money,
3 property, and/or value of their Class Vehicles. Additionally, as a result of the
4 Transmission Defect, Plaintiffs and Class Members were harmed and suffered
5 actual damages in that the Class Vehicles' transmission components are
6 substantially certain to fail before their expected useful life has run.

7 **THE PARTIES**

8 **Plaintiffs Dolores and Albert Granillo**

9 25. Plaintiffs Dolores and Albert Granillo ("Granillos") are California
10 citizens who reside in Hesperia, California.

11 26. On or around October 4, 2014, Granillos purchased a new 2015 Jeep
12 Cherokee from Victorville Motors, Inc., an authorized FCA dealer in San
13 Bernardino County. Granillos' vehicle was equipped with a ZF 9HP Automatic
14 Transmission.

15 27. Granillos purchased their vehicle primarily for personal, family, or
16 household use. FCA manufactured, sold, distributed, advertised, marketed, and
17 warranted the vehicle.

18 28. Passenger safety and reliability were factors in Granillos' decision
19 to purchase their vehicle. Prior to purchasing their vehicle, Granillos reviewed
20 specific features and options for the Jeep Cherokee on Jeep's official website.
21 They also test drove a Jeep Cherokee prior to their purchase.

22 29. Had FCA disclosed the Transmission Defect before Granillos
23 purchased their vehicle, Granillos would have seen such disclosures and been
24 aware of them. Indeed, FCA's omissions were material to Granillos. Like all
25 members of the Class, Granillos would not have purchased their Class Vehicle,
26 or would have paid less for the vehicle, had they known of the Transmission
27 Defect.

28 30. After purchasing the vehicle, and within the first month of their

1 purchase, the Granillos noticed symptoms of the Transmission Defect, including
2 rough and erratic shifting and loud “clunking” noises during shifting.

3 31. On or around November 19, 2014, with approximately 1,316 miles
4 on the odometer, Granillos brought their vehicle to Victorville Motors Inc.,
5 where they purchased the vehicle, complaining that the vehicle “was not
6 shifting” and was “making a clunk nosie (sic)”. The FCA-certified service
7 technician inspected the vehicle, confirmed that the vehicle was “stuck in 4th
8 gear,” and updated the software on the powertrain control module and
9 transmission control module after referencing “star case #S1421000018.” The
10 “star case” was a reference to FCA’s Service Technical Assistance Resource
11 (“STAR”) Center, which is FCA’s engineer/technical team.

12 32. Just one month later, on or around December 11, 2014, with
13 approximately 1,780 miles on the odometer, Granillos had their vehicle towed to
14 Victorville Motors, Inc. because the transmission completely shut down on a
15 major freeway and Mrs. Granillo was forced to coast to the side of the freeway to
16 avoid an accident. The FCA-certified service technician inspected the vehicle,
17 verified Granillos’ concerns, and replaced the entire transmission. Granillos’
18 repair order states “GUEST STATES THAT SHE WAS DRIVING ON THE
19 FREEWAY AND THE VEHICLE JUST LOST ALL POWER AND STARTER
20 (SIC) CLUNKING THEN SAID SERVICE TRANSMISSION AND WOULD
21 NOT GO FASTER THAN 25 MPH GUEST STATES THAT THE VEHICLE
22 WOULD NOT GO INTO REVERSE GUEST HAD VEHICLE TOWED IN.”
23 The mechanics replaced Granillos’ transmission after referencing “star case
24 [#]142000018” and determined that no further actions were required at that
25 point.

26 33. Despite providing FCA and its authorized dealer with multiple
27 opportunities to repair their vehicle, Granillos continue to experience the
28 Transmission Defect, including, but not limited to, shuddering, rough shifting,

1 and jerking.

2 34. At all times, Granillos, like all Class Members, have driven their
3 vehicle in a foreseeable manner and in the manner in which it was intended to be
4 used.

5 **Plaintiff Desiree Nava**

6 35. Plaintiff Desiree Nava (“Nava”) is a California citizen who resides
7 in Oceanside, California.

8 36. On or around June 17, 2014, Nava purchased a new 2014 Jeep
9 Cherokee from Bob Baker Automotive Inc., d/b/a Bob Baker Chrysler Jeep
10 Dodge Ram Carlsbad, an authorized FCA dealer in San Diego County. Nava’s
11 vehicle was equipped with a ZF 9HP Automatic Transmission.

12 37. Nava purchased her vehicle primarily for personal, family, or
13 household use. FCA manufactured, sold, distributed, advertised, marketed, and
14 warranted the vehicle.

15 38. Passenger safety and reliability were factors in Nava’s decision to
16 purchase her vehicle. Prior to purchasing her vehicle, Nava reviewed the
17 Jeep.com website. Prior to purchasing, Nava also test drove the exact Jeep
18 Cherokee with the ZF 9HP Automatic Transmission that she ultimately
19 purchased.

20 39. Had FCA disclosed the Transmission Defect before Nava purchased
21 her vehicle, Nava would have seen such disclosures and been aware of them.
22 Indeed, FCA’s omissions were material to Nava. Like all members of the Class,
23 Nava would not have purchased her Class Vehicle, or would have paid less for
24 the vehicle, had she known of the Transmission Defect.

25 40. After purchasing the vehicle, and within the first nine months of her
26 purchase, Nava noticed symptoms of the Transmission Defect, including the
27 vehicle shuddering, jerking, hesitating before accelerating from a stop, and
28 jolting forward when gears actually engage.

1 41. On or around May 6, 2015, with approximately 23,332 miles on the
2 odometer, Nava brought her vehicle to Bob Baker Chrysler Jeep Dodge Ram
3 Carlsbad, an authorized FCA dealer in Carlsbad, California, complaining that the
4 vehicle was hesitating when accelerating from a stop, followed by “jerking”
5 when the vehicle actually did accelerate. The dealership failed to conduct any
6 repairs other than a software update to the powertrain control module and
7 transmission control module.

8 42. Despite providing FCA and its authorized dealer with an
9 opportunity to repair her vehicle, Nava continues to experience the Transmission
10 Defect, including, but not limited to, shuddering, vibrating, rough shifting,
11 jerking, and sudden acceleration/deceleration.

12 43. At all times, Nava, like all Class Members, has driven her vehicle in
13 a foreseeable manner and in the manner in which it was intended to be used.

14 **Defendant**

15 44. Defendant FCA US LLC is a limited liability company organized
16 and in existence under the laws of the State of Delaware and registered to do
17 business in the State of California. FCA US LLC’s Corporate Headquarters are
18 located at 1000 Chrysler Drive, Auburn Hills, Michigan 48326. FCA US LLC
19 designs, manufactures, markets, distributes, services, repairs, sells, and leases
20 passenger vehicles, including the Class Vehicles, nationwide and in California.
21 FCA US LLC is the warrantor and distributor of the Class Vehicles in the United
22 States.

23 45. At all times relevant herein, Defendant is and has been engaged in
24 the business of designing, manufacturing, constructing, assembling, marketing,
25 distributing, and selling automobiles and other motor vehicles and motor vehicle
26 components in San Bernardino County and throughout the United States of
27 America.
28

JURISDICTION

46. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure § 410.10. Personal jurisdiction over FCA is proper, because FCA has purposefully availed itself of the privilege of conducting business activities in California, including, but not limited to, designing, marketing, distributing, and/or selling Class Vehicles to Plaintiffs and prospective class members.

47. This class action is brought pursuant to California Code of Civil Procedure § 382. Plaintiffs are California residents, as are all prospective class members. The monetary damages and restitution sought by Plaintiffs and the prospective class members exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

VENUE

48. Venue is proper in this Court pursuant to California Code of Civil Procedure §§ 395, 395.5, and California Civil Code § 1780, because Plaintiff Dolores Granillo resides in the County of San Bernardino, California, and the acts, omissions, and contractual performance alleged herein took place in the County of San Bernardino, California. Plaintiffs' Declarations, as required under Cal. Civ. Code section 1780(d), which reflect that Defendant is doing business in San Bernardino County, California, is filed concurrently as Exhibit 1.

FACTUAL ALLEGATIONS

49. Since 2013, FCA has designed, manufactured, distributed, sold, and leased the Class Vehicles. FCA has sold, directly or indirectly, through dealers and other retail outlets, thousands of Class Vehicles²¹ equipped with the ZF 9HP Automatic Transmission in California.

50. FCA designed and marketed its vehicles with new ZF 9HP

²¹ On information and belief, these vehicles include, but are not limited to, the following FCA models: 2014-2015 Jeep Cherokee, 2015 Chrysler 200, and 2015 Jeep Renegade.

Automatic Transmissions as “a critical part of [their] strategy to meet fuel economy requirements over the next several years,”²² and promising that the new transmission would deliver “numerous benefits customers will appreciate, including aggressive launches, smooth power delivery at highway speeds and improved fuel efficiency versus a six-speed automatic transmission.”²³

51. In fact, prior to even releasing the ZF 9HP Automatic Transmission in its vehicles, FCA confirmed that it was plagued with problems. In addition to its market delay, on September 24, 2013, it was reported that FCA “was also forced to postpone” media drive events to “further improve powertrain calibrations.”²⁴

52. Unfortunately, FCA failed to deliver any vehicles with ZF 9HP Automatic Transmissions that lived up to the promise of a transmission that “shifts through the gears so smoothly that drivers don’t even notice most of the gear changes.”²⁵ The Cherokee’s release, originally set for “no later than September” 2013,²⁶ was plagued with delays due to glitches in “the software that controls how the SUV’s nine-speed transmission interact[s] with its innovative disconnecting drivetrain.”²⁷ Chrysler claimed that “[t]he company will not ship

²² See FCA Corporate News, *Chrysler Group Plans to Invest Nearly \$20 Million in Toledo Machining Plant* (April 26, 2013), <http://media.chrysler.com/newsrelease.do?id=14171&mid=2>.

²³ See Press Kit: 2014 Jeep Cherokee, *All New 2014 Jeep Cherokee: No-compromise Mid-size SUV Sets a New Standard* (Sept. 9, 2013), <http://www.media.chrysler.com/newsrelease.do?id=14039&mid=426> (last visited July 8, 2015).

²⁴ See Left Lane News, *Chrysler Suspends Shift at Jeep Cherokee Plant*, (September 24, 2013, 11:06AM), www.leftlanenews.com/chrysler-suspends-shift-at-jeep-cherokee-plant.html (last visited November 19, 2015).

²⁵ See *Drive: The ZF Magazine*, Feb. 2013, at 29, available at http://www.zf.com/corporate/en_de/magazine/drive_magazine_zf/drive_magazine.html.

²⁶ See Left Lane News, *Jeep Cherokee still waiting on transmission fix* (Oct. 11, 2013, <http://www.leftlanenews.com/jeep-cherokee-still-waiting-on-transmission-fix.html>) (last visited July 27, 2015).

²⁷ See Autoweek, *Chrysler CEO vows never to repeat mistakes from Cherokee launch* (Oct. 30, 2013), <http://autoweek.com/article/carnews/chryslerceovowsneverrepeatmistakesCherokeeLaunch>.

vehicles until we are fully satisfied the Cherokee meets customer expectations for performance, refinement and quality.’”²⁸ “Insiders say the new transmission – which is a ZF design but being built by Chrysler – isn’t shifting as smoothly as intended.”²⁹ Sergio Marchionne, CEO of Fiat Chrysler Automobiles, later admitted that the transmission lacked “mature” software at the time of release.³⁰

53. After multiple delays, attempted fixes and recalibrations, FCA nevertheless sold the Class Vehicles with the ZF 9H Automatic Transmission. Unfortunately for consumers, FCA knowingly rushed a product to market that was defective and has been unable to repair the Class Vehicles.

54. Beginning soon after release, through consumer complaints, dealership repair orders, and data regarding the FCA ZF 9HP Automatic Transmission, among other internal sources, Defendant knew or should have known that the Class Vehicles and the ZF 9HP Automatic Transmission contained one or more design and/or manufacturing defects that adversely affect the drivability of the Class Vehicles and cause safety hazards. Nevertheless, Defendant has actively concealed and failed to disclose this defect to Plaintiffs and Class Members at the time of purchase or lease and thereafter.

55. On information and belief, Defendant’s corporate officers, directors, or managers knew about the Transmission Defect and failed to disclose it to Plaintiffs and Class Members, at the time of sale, lease, repair, and thereafter.

56. A vehicle equipped with the ZF 9HP Automatic Transmission should function in a manner that the driver expects, i.e. it should start, accelerate, decelerate, and stop at appropriate times while the driver operates the vehicle. In

²⁸ See Left Lane News, *Jeep Cherokee still waiting on transmission fix* (Oct. 11, 2013, 1:08PM) <http://www.leftlanenews.com/jeep-cherokee-still-waiting-on-transmission-fix.html> (last visited November 19, 2015).

²⁹ *Id.*

³⁰ See Automotive News, *Another fix for Jeep’s troubled 9-speed* (Feb. 2, 2015, 12:01AM), <http://www.autonews.com/article/20150202/OEM01/302029930/another%ADfix%ADfor%ADJeeps%ADtroubled%AD9%ADspeed5/10>.

1 practice, however, FCA's 9-speed transmission behaves erratically, causing
2 numerous safety concerns.

3 57. Dating back to at least October 2013, FCA was aware of the defects
4 of the ZF 9HP Automatic Transmissions. FCA, however, failed and refused to
5 disclose these known defects to consumers. As a result of this failure, Plaintiffs
6 and Class Members have been damaged.

7 **The Transmission Defect Poses an Unreasonable Safety Hazard**

8 58. The Transmission Defect causes unsafe conditions in the Class
9 Vehicles, including, but not limited to, the vehicles' inability to properly respond
10 to driver input, such as acceleration and deceleration attempts, thereby rendering
11 the driver unable to speed up or slow down appropriately while the vehicle is in
12 motion. These conditions present a safety hazard, because they can severely
13 affect the driver's ability to control the car's speed, acceleration, and
14 deceleration. For example, these conditions make it difficult to safely change
15 lanes, appropriately accelerate from a stop, merge into traffic, or make turns.

16 59. Complaints that Class Vehicles' owners and lessees filed with the
17 National Highway Traffic Safety Administration ("NHTSA") demonstrate that
18 the defect is widespread and dangerous and that it manifests without warning.
19 The complaints also indicate Defendant's awareness of the problems with the
20 transmission and how potentially dangerous the defect is for consumers. The
21 following is just a sampling of the over 300 safety-related complaints that
22 describe the Transmission Defect in Class Vehicles, including, but not limited to,
23 2014-2015 Jeep Cherokee, 2015 Chrysler 200, and 2015 Jeep Renegade vehicles
24 (spelling and grammar mistakes remain as found in the original) (Safecar.gov,
25 *Search for Complaints* (July 2, 2015), [http://www-](http://www-odi.nhtsa.dot.gov/complaints/)
26 [odi.nhtsa.dot.gov/complaints/](http://www-odi.nhtsa.dot.gov/complaints/)):

27 **2015 JEEP CHEROKEE**

28 a) (2015 Jeep Cherokee 6/13/2015) THE VEHICLE HAS A VERY

1 DANGEROUS HESITATION. IT DOES NOT DOWNSHIFT
 2 PROPERLY WHEN TRYING TO ACCELERATE.. THIS MAKES
 3 ANY LANE CHANGE, HIGHWAY APPROACH, TURN, OR
 4 EMRGENCY MANUEVER EXTREMELY DANGEROUS. THIS
 5 VEHICLE CAN'T BE SAFELY DRIVEN IN TRAFFIC, OR
 6 TAKEN OFF ROAD AS DESIGNED. FCA HAS NOT
 7 REMEDIED THE IISSUE AND HAS MADE THE VEHICLE
 8 WORSE WITH THEIR LATEST UPDATES. THIS HAPPENS
 9 EVERY SINGLE TIME THE VEHICLE HAS BEEN DRIVEN.IT
 10 HAS BEEN IN THE SHOP TWICE FOR REPAIRS. THE
 11 EXCUSE IS IT IS OPREATING AS DESIGNED. IN ESSENCE A
 12 POOR DESIGN IS SOMTHING WE HAVE TO LIVE WITH AND
 13 BE OKAY WITH DRIVING IN DANGER? THIS IS A SAFETY
 14 HAZZARD THAT NEEDS TO BE INVESTIGATED BEFORE
 15 SOMEONE DIES. THE PUBLIC SHOULD KNOW ABOUT THE
 16 VEHICLE DANGER BEFORE THEY DECIDE TO PURCHASE
 17 ONE

- 10 b) (2015 Jeep Cherokee 5/21/2015) CAR UPDATED ON 5/20/15
 11 WITH LATEST TSB 21-21-15A FOR TRANSMISSION
 12 CONTROL MODULE. CAR NOW SKIPS 2ND GEAR WHEN
 13 DOWNSHIFTING (COASTING). ON ROLLING STOPS THE
 14 CAR IS STUCK ON 3RD GEAR CAUSING LACK OF
 15 ACCELERATION WHILE TRAFFIC BEHIND EXPECTS CAR
 16 TO GET MOVING (HIGHWAY ENTRY RAMP). IF GAS IS
 17 FLOORED CAR FINALLY REACTS AND SKIPS TO 1ST
 18 CAUSING WHEELSPIN. CAR HAS SLID DURING WET
 19 CONDITIONS. WITH SNOW THIS CAN BE LETHAL. CAR DID
 20 NOT SKIP 2ND GEAR BEFORE TSB. DEALER ADVISED THIS
 21 BEHAVIOR IS THE NEW STANDARD.
- 17 c) (2015 Jeep Cherokee 5/8/2015) PURCHASED A 2015 JEEP
 18 CHEROKEE LATITUDE 4X4 ON 2/28/2015. STARTED
 19 HAVING ISSUES WITH THE TRANSMISSION HESITATING
 20 AND JERKING INTO GEAR. TOOK IT TO THE DEALERSHIP
 21 ON 5/1/2015 AND WAS INFORMED THAT THERE IS A
 22 COMPUTER GLITCH THAT THE MANUFACTURER IS
 23 AWARE OF, BUT THERE IS NO FIX FOR IT. THEY SAY ITS
 24 SAFE TO DRIVE. ON 5/7/2015 I ALMOST GOT T-BONED
 25 BECAUSE THE TRANSMISSION WOULDN'T SHIFT PULLING
 26 OUT OF A PARKING LOT INTO TRAFFIC. IT FINALLY
 27 JERKED INTO GEAR BUT CONTINUED TO JERK AND
 28 WOULD NOT GO OVER 25MPH AND MY CHECK ENGINE
 LIGHT AND ERRORS CAME ON ABOUT THE START/STOP
 FUNCTION. THE DEALERSHIP TOWED MY CAR AND I AM
 USING A LOANER. THEY HAVE NO IDEA HOW TO FIX IT.
 THE 2015 JEEP CHEROKEE'S ARE COMPLETELY UNSAFE
 TO DRIVE! SPENT OVER \$30,000 ON A VEHICLE THAT I
 CAN'T SAFELY DRIVE.
- 26 d) (2015 Jeep Cherokee 4/25/2015) JEEP PERFORMED A RECALL
 27 ON TCM/PCM FOR THE 9 SPEED TRANSMISSION. NOW AT
 28 LOW SPEEDS 2-5MPH IN AN INTERSECTION OR FROM A
 STOP SIGN, OR SLOW DOWN ON RAILROAD TRACKS THE
 CAR WILL NOT MOVE EVEN WITH THE GAS PEDAL TO

THE FLOOR, UP TO A 5 SECOND DELAY. WE WERE IN AN INTERSECTION, THE LIGHT CHANGED AND CARS WERE ONCOMING, AFTER HITTING THE GAS PEDAL THE CAR JUST SAT THERE, THIS HAS HAPPENED MULTIPLE TIMES AND WE WERE ALMOST HIT. TOOK IT BACK AND IT WAS REPROGRAMMED. STILL HAS THE SAME DELAY, TAKING IT BACK FOR THE 3RD TIME. IF YOU DO A ROLLING STOP AND START OUT INTO THE INTERSECTION THE CAR REFUSES TO MOVE, THE ENGINE IS RUNNING, BUT NO RESPONSE FROM THE JEEP. WE ARE AFRAID WE WILL GET STUCK IN AN INTERSECTION OR RAILROAD TRACK AND GET KILLED! THE JEEP ONLY HAS 4000 MILES ON IT. IF YOUR JEEP IS RUNNING FINE...DO NOT LET THEM REPROGRAM THE TRANSMISSION!!!

- e) (2015 Jeep Cherokee 3/13/2015) A FEW WEEKS AFTER I PURCHASED THIS JEEP 2015 CHEROKEE, I NOTICED THAT UPON DECELERATION AND BRAKING, AS THE TRANSMISSION WENT FROM ONE GEAR TO A LOWER GEAR, THE CAR WOULD ACCELERATE IN THE LOWER GEAR, LUNGING THE CAR FORWARD. THOUGH THIS HASN'T CAUSED AN ACCIDENT, I BELIEVE IT COULD IN CERTAIN SITUATIONS. I HAVE TAKEN THE VEHICLE TO THE CHRYSLER DEALERSHIP TWICE NOW. THE FIRST TIME THEY RELOADED THE COMPUTER SOFTWARE; THEY TOLD ME THAT IT HAD THE LATEST SOFTWARE, BUT THEY RELOADED IT JUST TO MAKE SURE THERE WERE NO ISSUES. THE PROBLEMS ACTUALLY GOT WORSE WITH THE RELOADED SOFTWARE. THE TRANSMISSION WILL ALSO "CLUNK" FROM TIME TO TIME WHEN CHANGING GEARS, EVEN WHEN I AM STOPPED AND CHANGE FROM DRIVE TO REVERSE, REVERSE TO PARK, OR DRIVE TO PARK.
- f) (2015 Jeep Cherokee 1/2/2015) LOUD NOISE FROM THE ENGINE/TRANSMISSION THEN THE CAR COMPLETELY SHUTS DOWN AND COMES TO A COMPLETE STOP IN THE ROAD. THE CAR WILL THEN RESTART ALL SYSTEMS WITH CHECK ENGINE LIGHT ON. HAS HAPPENED AND BEEN TAKEN TO THE DEALERSHIP FOR REPAIRS ON 10/20/2014, 12/1/2014, 12/3/2014, 12/12/2014, 12/22/2014. DEALERSHIP NOR CHRYSLER KNOW WHAT IS CAUSING THE ISSUE AND WILL NOT DO ANYTHING EXCEPT TRY TO REPAIR. I HAVE CONCERNS THAT IF THIS ISSUE HAPPENS AT HIGHER SPEEDS ON INTERSTATE WHAT WOULD HAPPEN.
- g) (2015 Jeep Cherokee 12/8/2014) VEHICLE WAS TRAVELING ON INTERSTATE HIGHWAY WHEN SERVICE TRANSMISSION LIGHT CAME ON IN THE STORED MESSAGES, THEN THE MALFUNCTION INDICATOR LIGHT AND SERVICE ENGINE LIGHT CAME ON. WITHIN MINUTES, DRIVEABILITY ISSUES BECAME APPARENT WITH NO ACCELERATION AND SLIPPING GEARS/UNABLE TO SHIFT INTO GEARS. ONCE THE CAR SLOWED/STOPPED,

1 THE VEHICLE WAS UNABLE TO SHIFT INTO LOWER
 2 GEARS TO MOVE. THE VEHICLE HAD RECEIVED THE P56
 3 RECALL TO UPDATE THE COMPUTER SOFTWARE TO THE
 TRANSMISSION CONTROL MODULE ONE MONTH PRIOR
 TO THIS INCIDENT.

- 4 h) (2015 Jeep Cherokee 12/7/2014) VEHICLE HAD DRIVEABILITY
 5 ISSUES WITH TRANSMISSION SLIPPING IN LOWER GEARS.
 6 CAR HAS RECEIVED THREE SOFTWARE UPDATES TO
 TRANSMISSION CONTROL MODULE PRIOR TO THIS
 INCIDENT.

7 **2014 JEEP CHEROKEE**

- 8 a) (2014 Jeep Cherokee 5/27/2015) THE VEHICLE FAILS TO
 9 ACCELERATE PROPERLY FROM SLOW SPEEDS. THIS HAS
 10 BEEN AN ONGOING PROBLEM SINCE A RECALL ("R01")
 11 WAS PERFORMED ON THE TRANSMISSION. MULTIPLE
 12 ATTEMPTS BY DEALERS TO IMPROVE THIS CONDITION
 13 HAVE FAILED. I AM TOLD THAT THIS IS THE WAY
 14 FIAT/CHRYSLER HAS DECIDED TO MAKE THESE
 15 TRANSMISSIONS WORK, IN ORDER TO PREVENT FAILURE
 16 DUE TO A DESIGN FLAW. THE CURRENT SOFTWARE NO
 17 LONGER ALLOWS THE TRANSMISSION TO DOWNSHIFT
 18 BELOW THIRD GEAR UNLESS THE VEHICLE IS
 19 COMPLETELY STOPPED. THEREFORE, IF DRIVING
 20 CONDITIONS REQUIRE YOU TO SLOW DOWN (TO AS SLOW
 21 AS 1 MPH) AND THEN YOU NEED TO ACCELERATE, THE
 22 TRANSMISSION REMAINS IN THIRD GEAR AND PROVIDES
 23 LITTLE TO NO RESPONSE. IF YOU FLOOR IT, THE
 24 TRANSMISSION WILL SOMETIMES, EVENTUALLY SLAM
 25 INTO FIRST GEAR, BUT ONLY AFTER STRUGGLING IT'S
 26 HARDEST TO ACCELERATE IN THIRD GEAR, WHICH
 27 INVOLVES THE TORQUE CONVERTER ALLOWING THE
 28 ENGINE TO REV, SO THAT THE RESULTING SHIFT INTO
 FIRST GEAR IS EXTREMELY ROUGH AND OFTEN
 ACCOMPANIED BY WHEEL SPIN. THE TRANSMISSION
 WILL NO LONGER, EVER, UNDER ANY CIRCUMSTANCES,
 DOWNSHIFT INTO SECOND GEAR. THE HARD JOLTS AND
 WHEEL SPIN OF THE 3-1 SHIFT ARE SOMEWHAT
 DANGEROUS, BUT ARE STILL BY FAR PREFERABLE TO
 THE TIMES WHEN THE TRANSMISSION COMPLETELY
 REFUSES TO DOWNSHIFT, AND SIMPLY LEAVES YOU A
 SITTING DUCK TO APPROACHING VEHICLES. SIMPLY
 PULLING INTO TRAFFIC, WHETHER IT BE ENTERING A
 ROUNDABOUT, OR CHANGING LANES FROM A SLOWER
 LANE TO A FASTER ONE, OR EVEN JUST MERGING, IS
 ALWAYS STRESSFUL, BECAUSE WE JUST DON'T KNOW
 HOW, OR EVEN IF THE VEHICLE WILL RESPOND TO
 THROTTLE INPUT. THERE HAVE BEEN TIMES WHEN
 OTHER VEHICLES HAVE HAD TO SLAM ON THEIR BRAKES
 TO AVOID HITTING US, BECAUSE WE COULD NOT
 ACCELERATE. PART OF THAT IS DUE TO THEIR
 EXPECTATIONS. WHEN YOU PULL OUT, THEY EXPECT

1 YOU TO ACCELERATE AT A COMMENSURATE RATE,
 2 WHEN YOU DON'T, THEY FIND THEMSELVES ON YOUR
 BUMPER IN A HURRY. SOMEBODY WILL GET HIT

- 3 b) (2014 Jeep Cherokee 4/9/2015) THE PROBLEM WITH CHOPPY
 4 SHIFTING WAS APPARENT AS SOON AS I PICKED UP THE
 5 VEHICLE. SOON AFTER LEAVING THE DEALERSHIP,
 6 MULTIPLE LIGHTS LIT UP AND THE SHIFTING WAS
 7 ABRUPT AND THERE WAS A FIRE SMELL. UPON
 8 RETURNING TO THE DEALERSHIP, I WAS INFORMED THAT
 9 THERE WAS A SOFTWARE "GLITCH," WHICH THEY
 10 REPAIRED. SINCE THEN, FOR ONE YEAR, THE CAR
 CONTINUES TO HAVE CHOPPY AND INCONSISTENT
 SHIFTING. IT IS A VERY TEMPERAMENTAL AND
 DIFFICULT VEHICLE TO DRIVE. THE LATEST SOFTWARE
 PATCH, INSTALLED ON 3/29/15 MADE SHIFTING FROM
 START UP TO FIRST/SECOND GEAR WORSE. THE CAR IS
 BEING RETURNED TO THE DEALERSHIP ON 4/13/15 FOR
 FURTHER INVESTIGATION.
- 11 c) (2014 Jeep Cherokee 3/18/2015) WHEN ACCELERATING FROM
 12 A STOP, THE TRANSMISSION EITHER GRABS AND
 13 LURCHES OR IT SEEMS TO SLIP WHILE IT SEARCHES FOR
 14 THE RIGHT GEAR. THE DEALER KEPT THE CAR FOR A
 15 DAY AND RE-INSTALLED A SOFTWARE UPGRADE. THIS
 16 DID NOT HELP. THE PROBLEM PERSISTED. WHEN WE
 17 TOOK THE CAR BACK TO THE DEALER AGAIN, THEY
 18 STATED THAT THE CAR IS "OPERATING AS DESIGNED"
 AND "EVEN INSTALLING A NEW TRANSMISSION WOULD
 NOT HELP". WE CONTACTED CHRYSLER CUSTOMER
 CENTER AND EXPLAINED THE ISSUE TO THEM AND THEY
 CALLED THE DEALER AND STATED THAT WE WOULD
 NEED TO "LEARN TO WORK WITH THE TRANSMISSION"
 AND THAT THEY HAVE TO GO WITH WHAT THE DEALER
 TELLS THEM. THE CAR IS CONTINUING TO HAVE THIS
 PROBLEM.
- 19 d) (2014 Jeep Cherokee 2/8/2015) I TOOK DELIVERY OF MY NEW
 20 2014 JEEP CHEROKEE ON SEPTEMBER 16, 2014. RIGHT
 21 FROM THE START I STARTED HAVING TRANSMISSION
 22 ISSUES. CHRYSLER JEEP SAID THAT THEY WERE GOING
 23 TO OPEN A "CASE FILE" ON THE CAR AND TO RETURN
 24 THE CAR TO THE SERVICE MANAGER AT THE
 25 DEALERSHIP. I TOOK THE CAR INTO THE DEALERSHIP,
 26 AND EXPLAINED WHAT THE REPRESENTATIVE HAD TOLD
 27 ME. THE SERVICE MANAGER SAID THAT THERE WAS NO
 28 "CASE FILE" OPENED ON MY VEHICLE AND THAT
 NOBODY FROM CHRYSLER JEEP HAD CONTACTED THEM.
 A COUPLE WEEKS LATER I RECEIVED A CALL FROM
 CHRYSLER JEEP SAYING THAT THE CASE FILE WAS
 "CLOSED" BECAUSE "I FAILED TO TAKE THE CAR IN TO
 THE DEALERSHIP". LAST TUESDAY (FEBRUARY 3RD)
 AFTER A REALLY BAD SNOWSTORM I WAS DRIVING
 HOME WHEN THE PERSON IN THE LANE NEXT TO ME
 BEGAN SLIDING INTO MY LANE. I BEGAN APPLYING

BRAKE BUT IT WAS OBVIOUS THAT I NEEDED TO APPLY POWER TO GET AHEAD OF HER. WHEN I CAME OFF THE BRAKE AND APPLIED HEAVY POWER THERE WAS NOTHING THERE. THE ENGINE REVVED UP BUT THE CAR DIDN'T GO ANYWHERE. THEN THE VEHICLE DROPPED INTO GEAR AND LURCHED REALLY BAD, AND THE BACK END OF THE CAR STARTED TO SPIN AROUND ON ME. ALL OF THE SUDDEN THE FRONT TIRES STARTED DIGGING IN AND WHIPPED ME STRAIGHT. I WAS TOTALLY OUT OF CONTROL AND IT SEEMED LIKE THE TRANSMISSION HAD A MIND OF ITS OWN. LUCKILY I DIDN'T HIT ANYTHING BUT DID END UP IN A PARKING LOT. AFTER SITTING FOR A SECOND (AND THE PERSON WHO ALMOST STRUCK ME STOPPED TO SEE IF I WAS OK), I PUT THE CAR BACK IN GEAR AND DROVE BACK OUT ONTO THE STREET AND IMMEDIATELY A "4-WHEEL DRIVE NOT AVAILABLE" ERROR MESSAGE CAME ON. THIS CAR IS DANGEROUS. CHRYSLER JEEP HAS SHOWN ONLY SUPERFICIAL INTEREST IN FIXING THE PROBLEM. IT SHOULDN'T BE DRIVEN ON SNOWY ROADS. I HOPE THAT SOMEONE WITH THE AUTHORITY TO DO SOMETHING CAN ADDRESS THIS MAJOR ISSUE BEFORE PEOPLE START GETTING KILLED. THIS IS BEYOND A "LEMON" ISSUE. *TR

- e) (2014 Jeep Cherokee 1/5/2015) WHILE DRIVING ON FLAT TERRAIN AT A CONSTANT HIGHWAY SPEED THE CAR SUDDENLY DECELERATED FOR A FEW SECONDS WITH THE TACHOMETER NEEDLE SWAYING BACK AND FORTH AND THEN RETURNED TO NORMAL OPERATION. THIS REOCCURRED 5 MINUTES LATER. THE DEALER INDICATED THAT IT WAS A TRANSMISSION SOFTWARE PROBLEM AND LOADED THE LATEST SOFTWARE RELEASE. TWO WEEKS LATER THE PROBLEM OCCURRED AGAIN.
- f) (2014 Jeep Cherokee 12/15/2014) [...] THE CAR NOW BEGAN TO SHIFT VERY IRRATICALLY. IT WOULD UP SHIFT VERY FAST ACCELERATE WHEN MY FOOT WAS NOT ON THE GAS. WHEN COMING TO A STOP IT WOULD DOWN SHIFT SO HARD. WHEN I BROUGHT THE CAR BACK TO THE DEALER, (NOW WITH 700 MILES ON IT) THEY TOLD ME THEY WERE REPLACING THE ENTIRE TRANSMISSION. THEY HAVE HAD THE CAR FOR 3 WEEKS TOTAL. FINALLY PICKED UP THE CAR LAST WEEK. WHEN I GOT INTO THE CAR THE ODOMETER READY 6000 MILES! I DROPPED IT OFF WITH 700. I TOLD HIM FOR THE 3RD TIME THAT I DID NOT WANT IT. [...].
- g) (2014 Jeep Cherokee 12/4/2014) WHILE TRAVELING AT 45 MILES PER HOUR, THE TRANSMISSION MAKE A "THUNK" AND STOPPED WORKING. I HAD NO POWER WHEN PUSHING ON THE GAS PEDAL. I HAD TO FIND A WAY TO SAFELY PULL OFF THE ROAD. THIS IS THE FOURTH INCIDENT WITH THE TRANSMISSION BUT THE FIRST ONE THAT OCCURRED WHILE ACTUALLY DRIVING THE

VEHICLE. CHRYSLER HAD JUST REPLACED THE VALVE BODY OF THE TRANSMISSION 10 DAYS PRIOR TO THE NOV. 30 INCIDENT AND PRIOR TO THAT "FLASHED" THE TRANSMISSION SOFTWARE. I WAS TOLD ALL OF THESE "FIXES" WOULD WORK. THEY ARE NOW REPLACING THE ENTIRE TRANSMISSION. THIS IS A SAFETY ISSUE AND I HAVE NO CONFIDENCE THAT THE "NEW" TRANSMISSION BEING PUT IN MY JEEP WILL RESOLVE THE PROBLEM.

h) (2014 Jeep Cherokee 11/10/2014) I PURCHASED A 2014 JEEP CHEROKEE , AT APPROX. 340 MILES MY TRANSMISSION FAILED GOING THROUGH A VERY BUSY INTERSECTION . I HAD A LOSS OF POWER , THE DASH STARTED FLASHING SERVICE TRANSMISSION , STABILITY TRACK WARNING CAME ON AND ON SHIFT PANEL THE LIGHT NEXT TO DRIVE WAS FLASHING , ACCELERATOR WAS MUSHY. ROLLED TO SIDE OF ROAD WHERE SAFE , PUT CAR IN PARK , CALLED FOR HELP. AFTER IN PARK FOR A FEW MINUTES TRIED TO ENGAGE DRIVE AND IT WORK , BUT CAR HAD TOO MUCH POWER AND WAS OVER REVING . DEALERSHIP HAD IT TOWED , AND SEEMED TO FIX ISSUE. THEN AGAIN AT 1341 MILES I HAD SAME ISSUE BUT WAS NOT ABLE TO DRIVE IT BUT THIS TIME I WAS ALMOST HIT BY A LARGE TRACTOR WHO DIDN'T REALIZE I LOST POWER , I HAVE A SMALL CHILD THAT IS NOT EVEN TWO YEARS OLD YET IN THE CAR!!!!!! . AT THIS POINT DEALERSHIP IS WORKING ON IT AND REPLACING THE TRANSMISSION MODULAR , BUT VERY WARY OF KEEPING THIS VEHICLE , HAVE A FEW TRIPS SCHUEDULE VERY VERY SOON AND DO NOT WANT TO BE OUT OF CELL PHONE RANGE AND HAVE SAME ISSUE, OR WORSE YET HAVE A TRAGIC ACCIDENT .

i) (2014 Jeep Cherokee 10/14/2014) I HAD MULTIPLE CASES OF THE CAR NOT MOVING IN THE MORNING (ENGINE IS FINE). IT FELT AS IF A CLUTCH WAS SLIPPING. THE FIRST 2 TIMES THE DEALER COULDN'T REPRODUCE THE PROBLEM. THE 3RD TIME HE REPRODUCED THE PROBLEM - AND REPLACED THE TRANSMISSION VALVE-BODY AND PERFORMED ADAPTIVE LEARNING. THIS TOOK NEARLY 2 WEEKS. A WEEK LATER - THE TRANSMISSION FAILED NEAR THE SUMMIT OF MT. WASHINGTON NH. MY WIFE WAS DRIVING AND SHE FELT THAT THE CAR HAD NO POWER - THE GEAR WAS IN MANUAL, 1ST GEAR. I TURNED THE CAR BACK DOWN AND STARTED DESCENDING. THERE SEEMED TO BE NO ENGINE BRAKING AND THE BRAKES STARTED TO SMOKE AND LOOSE GRIP. I HAD TO STOP NUMEROUS TIMES TO LET THE BRAKES COOL. THE CAR IS BACK AT THE DEALERS. THEY HAVE BEEN ABLE TO REPRODUCE THE PROBLEM - CHRYSLER ADVISED THEM TO PUT GREASE ON A CONNECTOR AND DRIVE THE CAR A BIT. IF THE PROBLEM DOESN'T REPEAT - THEY WANT TO RETURN THE CAR TO ME AS IS. CHRYSLER'S INCOMPETENCE WILL GET SOMEONE KILLED - THIS COULD HAPPEN CROSSING

1 A RAILWAY. TURNING LEFT AT A TRAFFIC LIGHT, OR
2 GOING DOWN A LONG DESCENT

3 j) (2014 Jeep Cherokee 8/26/2014) I WAS DRIVING WITH MY
4 TWO YOUNG CHILDREN THROUGH TOWN. WE WERE
5 TURNING LEFT ON A BUSY CITY STREET WHEN MY
6 VEHICLE WOULD NOT ACCELERATE AND WAS ONLY
7 ABLE TO CREEP THROUGH THE INTERSECTION AT LESS
8 THAN 5 MPH. WE WERE NEARLY T-BONED ON THE SIDE
9 WHERE MY 4 YR OLD CHILD WAS SEATED. THE SERVICE
10 TRANSMISSION MESSAGE LIGHT CAME ON AND CAR
11 BECAME INOPERABLE! IT HAD TO BE TOWED TO THE
12 DEALERSHIP. DEALERSHIP HAD TO COMPLETELY
13 REPLACE TRANSMISSION. THEY OUTRIGHT LIED AND
14 DENIED ANY KNOWLEDGE OF TRANSMISSION ISSUES
WITH THIS VEHICLE. IN CONJUNCTION, THEY COULD
AND DID NOT ANSWER ANY QUESTIONS REGARDING THE
NEW TRANSMISSION AND IF IT WAS ANY DIFFERENT
THAN THE ONE THAT FAILED. TO TOP IT OFF MY CAR
WAS RETURNED TO ME WITH SEVERAL NEW SCRATCHES,
AN EXTRA PART LEFT UNDER THE HOOD, AND A BROKEN
HOOD LATCH. I DROVE THE VEHICLE HOME ON A
HIGHWAY IN THIS CONDITION AND THANK GOODNESS
THE HOOD DID NOT FLY OPEN. THIS ISSUE WITH THE
TRANSMISSION IS DEADLY! SOMEONE WILL BE
SERIOUSLY HURT OR KILLED BECAUSE OF THIS DEFECT!
PLEASE DO NOT PURCHASE THIS CAR. *TR

15 k) (2014 Jeep Cherokee 8/14/2014) 2014 JEEP CHEROKEE
16 LIMITED, 6 CYLINDER, PURCHASED ON APRIL 21, 2014
17 WITH 321 MILES ON IT. THERE WAS A SLIGHT SHIMMY IN
18 THE FRONT END THAT THEY TOLD US WAS A FLAT SPOT
19 IN THE TIRE THAT WOULD WORK ITSELF OUT AND THE
20 TRANSMISSION WOULD HAVE TO "LEARN" MY WAY OF
21 DRIVING. ON MAY 30, TT 2217 MILES I BROUGHT THE
22 VEHICLE BACK TOT HE DEALER FOR HESITATION IN THE
23 TRANSMISSION AND SHUTTERING AND GRINDING IN THE
24 FRONT END. THE JEEP HAS BEEN BACK TO THE DEALER 6
25 TIMES FOR SHUTTERING AND GRINDING IN THE FRONT
26 END WHEN PROCEEDING FROM STOP OR LOW SPEED
27 AFTER BEING ON THE HIGHWAY AT A CONSTANT SPEED
28 FOR SEVERAL MILES. SHUTTERING CAN HAPPEN WHEN
TURNING OR GOING STRAIGHT. I HAVE ALSO REPORTED
SEVERAL TRANSMISSION ISSUES TO THEM WITH THE
CARS INABILITY TO DOWNSHIFT GOING UP A HILL AND
OR TO UP SHIFT WHEN COASTING DOWN HILLS. AT ONE
TIME AS I WAS ENTERING THE HIGHWAY, I TRIED TO
ACCELERATE TO 55 AND THE CAR WOULD NOT GO OVER
30 MPH. I'M GLAD THERE WERE TWO LANES OR I WOULD
HAVE BEEN REAR ENDED. CAR WAS VERY JERKY WHEN
PROCEEDING FROM A STOP AND WOULD OFTEN
SUDDENLY JERK FORWARD AFTER A HESITATION TO
EVEN MOVE. CAR HAS BEEN REPROGRAMMED 3 TIMES,
HAD A NEW VALVE BODY INSTALLED, A NEW
TRANSMISSION INSTALLED AND TWO NEW AXLES

1 INSTALLED TWO DAYS AFTER THE AXLES WERE
 2 INSTALLED THE SHUTTERING AND HESITATION IN
 3 TRANSMISSION STARTED AGAIN. DEALER HAS FAILED
 4 TO GET BACK TO ME. *TR

5 l) (2014 Jeep Cherokee 7/17/2014) WHEN WE BOUGHT THE 2014
 6 JEEP CHEROKEE IT WAS NEW. THERE WAS NO ISSUE
 7 WITH THE TRANSMISSION UNTIL WE HAD OWNED IT FOR
 8 ABOUT A MONTH. THEN IT STARTED HAVING A ROUGH
 9 SHIMMY AS IT SEARCHED FOR THE CORRECT GEAR
 10 GOING FROM 0 TO 10 MPH AND THEN 10 TO 20 MPH. ONCE
 11 IT REACHES ABOUT 25 MILES PER HOUR THERE IS NO
 12 ISSUE WITH THE SHIFTING. WE HAVE HAD IT BACK TO
 13 THE DEALERSHIP 3 TIMES. EACH TIME THEY SAID IT WAS
 14 FIXED, BUT UPON LEAVING THE LOT, IT DID THE SAME
 15 THING I HAD TAKEN IT IN FOR TO BEGIN WITH. WITH
 16 JEEP'S UPDATE, WE NOW HAVE A LONG PAUSE GOING UP
 17 HILL BEFORE IT GIVES A ROUGH SHIFT AT ABOUT 5 MPH
 18 AND THEN CONTINUES TO SHIMMY AT 10 TO 20 MPH. I
 19 WAS TOLD ON THE THIRD VISIT THEY WOULD SUBMIT A
 20 REPORT TO THE MANUFACTURER TO SEE WHAT THE
 21 NEXT STEP SHOULD BE TO FIX THE JEEP SINCE THE
 22 UPDATES DID NOT WORK. HOWEVER, THEY TRIED THE
 23 SAME THING AGAIN AND SAID THEY THOUGHT IT WAS
 24 FIXED, BUT IT WASN'T. UPON COMPLETION OF THE
 25 SECOND VISIT I WAS TOLD IT NEEDED TO GET USE TO MY
 26 DRIVING PATTERN? WHAT EXACTLY DOES THAT MEAN?
 27 WHAT IF MORE THAN ONE OF US DRIVE THE VEHICLE? I
 28 AM GETTING THE RUN-AROUND FROM JEEP ON A
 PRODUCT THEY SHOULDN'T HAVE SOLD ME IN THE FIRST
 PLACE. EVERYTHING I READ PRIOR TO THE PURCHASE
 RAVED ABOUT THE 9 SPEED TRANSMISSION.
 UNFORTUNATELY, THAT WAS INCORRECT SINCE THE
 TRANSMISSIONS IN THE 2014 JEEP CHEROKEES ALL HAVE
 THE SAME ISSUE AND JEEP DOESN'T REALLY KNOW HOW
 TO FIX THEM. I BELIEVE I NEED A NEW TRANSMISSION;
 BUT WILL HAVE TO FORCE JEEP TO DO IT AND HOPE IT
 WORKS. MY TIME IS WORK SOMETHING - JUST FIX IT. IT'S
 A LEMON IN MY OPINION. *TR

21 m) (2014 Jeep Cherokee 7/16/2014) ERRATIC SHIFTING, BOTH
 22 UPSHIFTING AND DOWNSHIFTING. CAUSES CAR TO JERK
 23 FORWARD WHEN DOWN AND UP SHIFTING. CAR CAME TO
 24 A COMPLETE STOPPED THEN LUNGED FORWARD
 25 CAUSING ME TO BUMP INTO ANOTHER CAR. THE CAR
 26 DOWN SHIFTED THEN FELT LIKE IT WAS IN NEUTRAL
 27 THEN JUMPED INTO GEAR AGAIN AND JUMPED
 28 FORWARD. THIS CAR HAS LESS THAN 4000 MILES ON IT
 NOW AND HAS BEEN IN THE SHOP TWICE TO ADDRESS
 THIS ISSUE SINCE WE HAD IT, BUT THE ISSUE STILL
 EXIST. I AM DEEPLY WORRIED ABOUT THIS SINCE MY
 WIFE IS AFRAID TO DRIVE THE CAR AT TIMES NOW. IT'S
 NOT CLEAR WHAT CHRYSLER WAS THINKING WHEN
 THEY RELEASED VEHICLES WITH FAULTY
 TRANSMISSIONS. NOT ONLY IS THIS A SAFETY ISSUE,

THIS PROBLEM ALSO DEVALUES THE CAR. WHO WOULD WANT TO PURCHASE OR ACCEPT THIS CAR AS A TRADE-IN WITH A KNOWN TRANSMISSION PROBLEM? *TR

- n) (2014 Jeep Cherokee 7/4/2014) WHILE SITTING ON AN INCLINE AT A STOP LIGHT, OUR BRAND NEW 2014 JEEP CHEROKEE THAT HAD ONLY BOUGHT 2 DAYS BEFORE SHIFTED IN TO NEUTRAL ON ITS OWN AND ROLLED BACKWARDS WHEN THE GAS WAS PRESSED. WE HAD TO SHIFT THE TRANSMISSION INTO MANUAL AND BACK TO AUTO SEVERAL TIMES TO GET THE GEARS TO CATCH. LUCKILY NO ONE WAS INJURED AND WE DID NOT ROLL BACKWARDS INTO TRAFFIC. AFTER THAT INCIDENT THE TRANSMISSION WAS SLUGGISH AND WOULD NOT SHIFT GEARS PROPERLY. *TR
- o) (2014 Jeep Cherokee 6/30/2014) I HAVE FILED A COMPLAINT HERE REGARDING TRANSMISSION WOBBLE/ SHUDDER IN SECOND GEAR THAT STARTED AT ABOUT 2000 MILES PRIOR TO MY SECOND ISSUE I AM HAVING NOW. MY CHEROKEE VEHICLE NOW SHUDDERS ALL THE TIME AND IT HAS JUST DEVELOPED A LAG IN ACCELERATION.I FEEL LIKE IT IS THE TRANSMISSION CAUSING BOTH PROBLEMS. THE DELAY IN ACCELERATION IS PRESENT DEPENDING ON THE GEAR AND SPEED THAT THE VEHICLE MAY BE IN. THE DELAY HAS HAPPENED WHEN TRYING TO PULL OUT ONTO HIGHWAY ONLY TO HAVE VEHICLE PAUSE FOR AT LEAST A SECOND MAYBE TWO BEFORE IT FINALLY WILL ACCELERATE,ALLOWING TRAFFIC BEHIND ME AT HIGHWAY SPEEDS TO HAVE TO AVOID MY VEHICLE BECAUSE OF THIS DELAY,THIS HAS HAPPENED SEVERAL TIMES.HAD TRANS FLASH DONE PRIOR AT DEALER AND DID NOTHING TO FIX THE WOBBLE/SHUDDER.HAD SHUDDER DOCUMENTED WHILE I DROVE VEHICLE WITH DEALER TECH IN CAR.CHRYSLER NOW TOLD THE DEALERSHIP THAT THIS SHUDDER IS A CHARACTERISTIC DESIGN OF VEHICLE AND THAT I SHOULD ACCEPT THIS AND NOTHING'S WRONG,THIS IS NOT ACCEPTABLE,THE DELAY AND SHUDDER ARE DANGEROUS AND DISTRACTING WHILE DRIVING AND WILL AFFECT RESALE VALUE. I HAD THE SHUDDER DOCUMENTED BY A A.S.E CERTIFIED TECHNICIAN THAT SAID TO BRING BACK TO DEALER FOR FURTHER DIAGNOSTIC.A DIFFERENT DEALER RECOMMENDED TO DRIVE FOR ANOTHER 1000 MILES AND SEE IF IT GOES AWAY,THIS WILL BE THE 5TH TIME VEHICLE HAS BEEN AT THE DEALERSHIP.I BELIEVE CHRYSLER JEEP HAS NO FIX FOR THIS,AND ARE BEHIND EVASIVE AND DISHONEST CONCERNING THESE COMPLAINTS,AS OTHER OWNERS HAVE HAD TRANSMISSIONS AND AXELS REPLACED AND STILL HAVE THE SHUDDER AND OR DELAY. THANK YOU. *TR
- p) (2014 Jeep Cherokee 6/30/2014) THE VEHICLE FROM THE TIME WE PURCHASED IT FROM THE DEALER HAS HAD A

TRANSMISSION SHIFTING PROBLEM. THE PROBLEM SHIFTING HAPPENS BETWEEN 1ST AND 2ND GEAR AND ALSO WHEN YOU GO TO STOP. RECENTLY WHILE DRIVING THE TRANSMISSION SEEMED TO SLIP AND THE VEHICLE WAS NOT ENGAGED CAUSING US TO PULL OVER TO THE SIDE OF THE ROAD. THE ENGINE WAS REVVING BUT THE TRANSMISSION WAS NO LONGER ENGAGED. VEHICLE WAS TURNED OFF AND RESTARTED WHICH WE THEN PUT THE CAR IN DRIVE AND MOVED ONTO THE ROADWAY AGAIN. I HAVE BROUGHT THE VEHICLE TO THE DEALER FOR THIS TWICE BEFORE. ON THE FIRST VISIT THE DEALERSHIP SAID TO JUST DRIVE IT AND IT WILL SMOOTH OUT. ON THE SECOND VISIT THE DEALERSHIP GAVE US THE FIRST SOFTWARE UPDATE WHICH WAS DONE IN APRIL OF THIS YEAR, BUT IT ONLY LASTED AROUND A MONTH OR TWO. THE PROBLEM IS BACK AGAIN AND I HAVE MADE ANOTHER APPOINTMENT TO BRING IT IN ON THURSDAY, JULY 3RD FOR ANOTHER SOFTWARE UPDATE. *TR

q) (2014 Jeep Cherokee 6/9/2014) THIS CAR HAS BEEN LOOKED AT BY CHRYSLER GROUP LLC FOR STEERING/TRANSMISSION ISSUES 4 TIMES SINCE MARCH 22, 2014. THERE HAS BEEN TWO SOFTWARE UPDATES THAT HAVE NOT CORRECTED THE PROBLEM. THERE IS A SAFETY ISSUE DRIVING THE VEHICLE THAT NEEDS TO BE ADDRESSED BEFORE SOMEONE GETS REALLY HURT OR KILLED. *TR

r) (2014 Jeep Cherokee 5/30/2014) FOUR WHEEL DRIVE SELECTION SYSTEM WAS TOTALLY INOPERATIVE. NINE SPEED AUTOMATIC TRANSMISSION DOES NOT SHIFT INTO 9TH GEAR AUTOMATICALLY. IN MANUAL SHIFT MODE 9TH GEAR IS SELECTED AND TACH DOES NOT DROP TO INDICATE HIGHER GEAR RATIO. SOFTWARE WAS UPDATED BUT STILL SAME PROBLEM - #RRT14-040 - WAS FLASHED TWICE BUT NO DIFFERENCE. CODE READER SHOWS SAME PROBLEM EVEN WHEN UPDATE WAS COMPLETED. *TR

s) (2014 Jeep Cherokee 5/3/2014) SINCE A COMPUTER UPDATE TO MY 9 SPEED TRANSMISSION, THE VEHICLE HAS A SIGNIFICANT WOBBLE IN THE FRONT WHEELS - LEFT TO RIGHT - WHEN THE AUTOMATIC TRANSMISSION SHIFT BETWEEN 1ST, 2ND AND 3RD GEARS. IT FEELS AS IF THE POWER TRANSFER IS CONFUSED AND FIGHTING BETWEEN SENDING POWER TO THE FRONT LEFT AND RIGHT WHEELS. IT IS SIGNIFICANT ENOUGH THAT IT IS FELT IN THE STEERING WHEEL, FEET, LEGS AND SEAT OF THE DRIVER AND THE PASSENGER FEELS THE WOBBLE ALSO IN THE FLOOR AND SEAT. I DO HAVE A FEAR OF THE ELECTRONICS AND COMPUTER CONTROLS SINCE THIS IS A DEFECT WHICH CAN CAUSE A COMPUTER MALFUNCTION WHILE DRIVING THE VEHICLE. IT IS AN IMPORTANT SAFETY CONCERN FOR BOTH THE VEHICLE

OCCUPANTS AND OTHER DRIVERS AROUND THE
VEHICLE. *TR

- t) (2014 Jeep Cherokee 4/6/2014) DRIVING ALONG AT 30 WHEN FIRST THE ENGINE LIGHT CAME ON, THEN IMMEDIATELY AFTER THE DISPLAY SAID TRANSMISSION AND THE DISPLAY WAS LIGHTING UP WITH ALL SORTS OF SYMBOLS. THE TRANSMISSION COMPLETELY DISENGAGED AND THE CAR COASTED TO A STOP. IT WOULD NOT MOVE. FORTUNATELY WHEN I FELT IT LOSING POWER I WAS ABLE TO MAKE A QUICK TURN INTO A STORE PARKING LOT. HAD THAT HAPPENED ON THE HIGHWAY I COULD HAVE BEEN KILLED BECAUSE THE CAR JUST TOTALLY LOST ALL MOTION AS I WAS DRIVING. I TURNED IT COMPLETELY OFF FOR A FEW MINUTES AND IT STARTED BUT WITH THE ENGINE LIGHT SHOWING. I CALLED THE DEALERSHIP KELLY JEEP CHRYSLER IN LYNNFIELD AND TOLD THE SERVICE DEPARTMENT WHAT HAPPENED. I DROVE STRAIGHT THERE...FURIOUS. THE SERVICE GUY TOOK DOWN THE INFORMATION I RELAYED ABOUT THE INCIDENT. I TOLD HIM I HAD READ RECENTLY THAT THEIR 9 SPEED TRANSMISSION HAD KNOWN ISSUES AND HE SAID HE DIDN'T KNOW ANYTHING ABOUT THAT. I TOLD HIM NOT TO EVEN TELL ME I AM THE FIRST TO REPORT THIS PROBLEM AND HE SAID "MAYBE NOT IN THE WHOLE COUNTRY BUT I DON'T THINK WE'VE HAD THIS PROBLEM HERE" AND I TOLD HIM NOT TO SPEAK DOWN TO ME BECAUSE IT HAS BEEN WRITTEN ABOUT ALREADY AS A KNOWN ISSUE. HE ALREADY HAD THE COURTESY CAR WAITING FOR ME AND HE IMMEDIATELY WALKED ME OUT THE DOOR TO THE CAR. I WAS THERE LESS THAN 5 MINUTES. I KNOW HE DID NOT WANT ME SPEAKING TO ANYBODY IN THE SERVICE WAITING ROOM AS I COULD SEE PEOPLE SITTING THERE WAITING FOR THEIR OWN REPAIRS. THIS IS AN ISSUE THAT WILL END UP KILLING SOMEBODY. *TR
- u) (2014 Jeep Cherokee 2/13/2014) DRIVING ON THE HIGHWAY AT 65MPH WHEN THE GAS PEDAL BECAME UNRESPONSIVE. THERE WAS STILL ELECTRICAL POWER TO THE CAR BUT I COULD NOT ACCELERATE. THIS HAS HAPPENED A TOTAL OF 4 TIMES ON THE HIGHWAY TWICE BEFORE THE TRANSMISSION WAS REPLACED AND TWICE AFTER. ALL TIMES I MADE IT SAFELY TO THE SHOULDER AND COULD NOT GET THE JEEP IN PARK. I SHUT THE JEEP DOWN AND STARTED IT AGAIN, IT FIXED THE ISSUE. I WAS ABLE TO GET THE JEEP OFF OF THE HIGHWAY AND TO THE DEALERSHIP. *TR
- v) (2014 Jeep Cherokee 1/23/2014) 2014 JEEP CHEROKEE. CONSUMER WRITES IN REGARDS TO TRANSMISSION PROBLEMS. *SMD VERY SHORTLY AFTER THE VEHICLE WAS PURCHASED, THE CONSUMER NOTICED SPOTS ON THE DRIVEWAY, WHICH THEN PROGRESSED INTO A

HORRIBLE WHINING AND GRINDING NOISE. THE VEHICLE STARTED TO SHIFT ERRATICALLY AND THE CONSUMER DID NOT FEEL SHE HAD CONTROL OF THE VEHICLE. THE CONSUMER MADE AN APPOINTMENT WITH THE DEALER, AND AFTER HAVING THE VEHICLE FOR A DAY, SHE WAS INFORMED THE ENTIRE TRANSMISSION NEEDED TO BE REPLACED. THE DEALER EXPLAINED TO THE CONSUMER, THAT PART OF THE TRANSMISSION WAS POROUS, WHICH EXPLAINED THE STAINS ON THE DRIVEWAY IN MULTIPLE SPOTS. THE TRANSMISSION WAS REPLACED UNDER WARRANTY. *JB

2015 CHRYSLER 200

- a) (2015 Chrysler 200 5/26/2015) TL* THE CONTACT OWNS A 2015 CHRYSLER 200. THE CONTACT STATED THAT THE TRANSMISSION FAILED TWICE. THE SERVICE TRANSMISSION LIGHT ILLUMINATED AND THE VEHICLE STALLED. THE FAILURE PREVENTED THE VEHICLE FROM SHIFTING INTO GEAR. THE VEHICLE WAS TOWED TO THE DEALER AND IT WAS DETERMINED THAT THE TRANS AXLE NEEDED TO BE REPLACED. THE VEHICLE WAS REPAIRED, BUT THE FAILURE STILL OCCURRED. THE CONTACT STATED THAT THE TRANSMISSION NEEDED TO BE REPLACED AND THAT THE TRANSMISSIONS WERE ON BACK ORDER BECAUSE THIS WAS A KNOWN ISSUE. THE VEHICLE HAD NOT BEEN REPAIRED. THE VIN WAS NOT AVAILABLE. THE FAILURE MILEAGE WAS UNKNOWN.
- b) (2015 Chrysler 200 5/10/2015) RECEIVED A RECALL NOTICE ABOUT AN ISSUE WITH THE TRANSAXLE PARK ROD LATE APRIL 2015. TOOK IT TO THE DEALER WHERE WE PURCHASED THE VEHICLE. WHERE INFORMED THAT THE RECALL REPAIRS COULD NOT BE PERFORMED UNTIL AFTER MAY 1, 2015 NEEDED A SPECIFIC TOOL THAT HAD BEEN ORDERED. THEY DID INSPECT THE VEHICLE AND SAID THAT IT WAS SAFE, MAKE AN APPOINTMENT FOR AFTER MAY 1ST. ON MAY 7, 2015 MY WIFE WAS DRIVING ON THE HIGHWAY AT APPROXIMATELY 70 MPH WHEN SHE SAID THE DASH WARNING LIGHTS STARTED GOING OFF AND WARNING BELLS STARTED GOING OFF. THE WARNING SAID "SERVICE TRANSMISSION" THEN WOULD FLASH TO "SHIFT TO PARK AND ENGAGE PARKING BRAKE". THE TRANSMISSION SEEMED TO HAVE SHIFTED INTO NEUTRAL. THE CAR WAS RUNNING BUT DID NOT HAVE ANY FORWARD MOMENTUM. THIS MESSAGE CONTINUED OVER AND OVER. SHE HAD TO GO OVER 3 LANES OF TRAFFIC BEFORE SHE COULD GET TO THE SIDE OFF THE ROAD TO A SAFE SPOT. SHE IMMEDIATELY PUT ON THE HAZARD LIGHTS WHEN THIS HAPPENED BUT HAD TO DODGE TRAFFIC. ONCE SHE WAS STOPPED THE SHIFTER DIAL WAS STILL LIT UP THAT IT WAS IN DRIVE, SHE MOVED IT TO PARK BUT STILL WAS LIT UP THAT IT WAS IN DRIVE. SHE PUT ON THE PARKING BRAKE AND

1 TURNED THE CAR OFF. SHE WAITED A FEW MINUTES AND
 2 STARTED THE CAR AGAIN. THE SHIFTER DIAL NOW
 3 SHOWED TO BE IN PARK, SHE TRIED TO SHIFT TO ALL
 4 THE OTHER GEARS, THE CAR WOULD NOT MOVE AND
 5 THE DIAL STILL SHOWED IT WAS IN PARK. CAR WAS
 6 TOWED TO THE DEALERSHIP WHERE IT WAS PURCHASED.
 2 DAYS LATER INFORMED THAT TRANSAXLE WILL NEED
 TO BE REPLACED. VEHICLE CURRENTLY AT DEALERSHIP
 FOR REPAIR/RECALL, IT WILL TAKE APPROXIMATELY A
 WEEK TO COMPLETE. DISAPPOINTED AND VERY
 CONCERNED FOR MY WIFE'S SAFETY.

7 c) (2015 Chrysler 200 4/21/2015) THE CAR LUNGED WHEN IT
 8 UPSHIFTED INTO 2ND AND 5TH GEAR. IT ALSO LUNGED
 9 WHEN DOWNSHIFTING, ALMOST CAUSING ME TO RAM
 10 INTO THE BACK OF ANOTHER CAR. BOTH ARE WORSE
 11 WHEN THE CAR IS COLD. I TOOK IT INTO A DEALER. THEY
 12 TOLD ME THEY UPDATED THE SOFTWARE. THE
 13 TRANSMISSION WAS MAYBE A LITTLE DIFFERENT, BUT
 14 NOT MUCH. I AM SO TIRED OF MY NECK BOUNCING
 AROUND WHILE UPSHIFTING AND AFRAID OF AN
 ACCIDENT WHILE DOWNSHIFTING. I TOOK THE CAR INTO
 A DIFFERENT DEALER LAST MONTH AND HE SAID ALL
 THE SOFTWARE WAS UP TO DATE AND THERE WAS
 NOTHING HE COULD DO. HE SAID I SOULD HAVE TO DEAL
 WITH CHRYSLER.

15 d) (2015 Chrysler 200 4/18/2015) ON SUNDAY, APRIL 12TH AT
 16 5:30AM, I WAS DRIVING SOUTHBOUND ON I-94 AT 65MPH
 17 WHEN ALL OF A SUDDEN I LOST ALL POWER TO MY
 18 TRANSMISSION. MY GAS PEDAL WAS USELESS & I HAD
 19 TO COAST OFF THE EXPRESSWAY TO THE SHOULDER (I
 20 WAS IN THE FAR LEFT LANE & THE SHOULDER THERE IS
 21 TOO NARROW). IF THIS HAD BEEN AT A DIFFERENT TIME,
 22 I WOULD HAVE NO DOUBT BEEN KILLED (AS WELL AS
 OTHERS I'M SURE), FOR I WOULDN'T HAVE HAD THE
 ROOM OR MOMENTUM TO COAST ONTO THE SHOULDER
 & WOULD HAVE BEEN STRUCK FROM BEHIND. CHRYSLER
 WANTS THE CAR FIXED & NOT EVEN THE DEALER
 KNOWS EXACTLY WHAT IS WRONG, CITING IT AS A
 'SHOTGUN FIX'. AND, I'M ON AN EXPRESSWAY (OR TWO
 OR THREE) EVERYDAY. THIS CAR IS A DANGER & IT WILL
 NO DOUBT DO THIS AGAIN.

23 e) (2015 Chrysler 200 3/17/2015) 1ST TIME: ON HIGHWAY AT
 24 55MPH GOT AND ERROR ON DASH: SERVICE
 25 TRANSMISSION THEN PERFORMANCE SHIFTING NOT
 26 AVAILABLE 2ND TIME: AFTER JUST 4-5 MINUTES OF
 27 DRIVING THE CAR HAD SAME ERRORS AS ABOVE. AT THE
 28 NEXT LIGHT, PRESSED GAS AND THERE WAS NO
 REVVING OF ENGINE (RPMS DID NOT MOVE). PUT IT INTO
 PARK AND IT SAID CAR IS NOT IN PARK, USE
 EMERGENCY BRAKE TO PREVENT MOVEMENT." PUT
 BRAKE ON, THEN INTO D, THEN BRAKE OFF AND CAR
 WENT VERY SLOWLY AS IT WAS STUCK IN 4TH GEAR.

WENT ONTO HIGHWAY AND STILL STUCK IN 4TH FOR A FEW MILES (REVING AT 4,000 RPMS AT ABOUT 60MPH). SUDDENLY THE ENGINE BEGAN REVING ITSELF UP TO 5.5K WITHOUT MY FOOT ON THE PEDAL, BUT THERE WAS NO ACCELERATION (LIKE CAR WAS NOT IN A GEAR). I PRESSED ACCELERATOR AND NOTHING HAPPENED, IT STAYED AT ABOUT 5.5K. I PUT CAR INTO N AND THE RPMS DROPPED TO ABOUT 1.5K, BUT CAR STILL NOT IN A GEAR SO IT WAS LOSING SPEED SO I MOVED TO BREAKDOWN LANE. PUT IT BACK INTO D AND IT AGAIN REVVED TO 5.5K, BUT STILL NO GEAR AND LOST SPEED. 3RD TIME: I WOULD TURN TO D AND IT WOULD TAKE ABOUT 3-5 SECONDS BEFORE IT CLUNKED INTO GEAR. CAR THEN SHUDDERED A BIT AS I PULLED OUT AND THEN IT GAVE THE SAME ERRORS AS BEFORE: SERVICE TRANSMISSION THEN PERFORMANCE SHIFTING NOT AVAILABLE ON THE DASH. IT ALSO GOT STUCK IN 4TH GEAR AGAIN SO I COULD NOT ACCELERATE PROPERLY. IT ALSO REVVED THE ENGINE RANDOMLY. IN FACT, I ALMOST SMASHED INTO MY GARAGE BECAUSE AS I WAS SLOWLY TURNING INTO MY GARAGE THE CAR SUDDENLY SURGED FORWARD (IMAGINE IN A MANUAL CAR, REVING THE ENGINE AND THEN RAPIDLY LETTING OUT ON THE CLUTCH) AND I HAD TO SLAM ON THE BRAKES TO PREVENT IT FROM GOING INTO THE SIDE OF MY HOUSE. IF THERE WERE PEOPLE WALKING IN FRONT OF THE CAR AT A CROSSWALK, THEY WOULD HAVE BEEN HIT. THIS IS NOT ACCEPTABLE AND NOT SAFE. JUST AS MUCH I COULD EASILY GET INTO AN ACCIDENT WITH ANOTHER CAR, THE WAY THIS CAR IS BEHAVING.

f) (2015 Chrysler 200 3/13/2015) AFTER ONLY OWNING MY VEHICLE FOR LESS THAN 72 HOURS, AND DRIVING ABOUT 380 MILES, MY TRANSMISSION APPEARS TO HAVE HAD A COMPLETE FAILURE. I NOTICED IT DOWNSHIFTING VERY HARD AT A STOP LIGHT, THEN AGAIN A MILE OR SO DOWN THE ROAD. BY THE TIME I GOT TO ANOTHER STOP LIGHT, MY CAR DOWNSHIFTED SO VIOLENTLY IT SLAMMED ME INTO MY SEAT BELT AND SCARED ME BADLY. IT FELT AS IF THE CAR HAD SHIFTED IN PARK WHILE IT WAS STILL ROLLING FORWARD AT ABOUT 10 MILES AN HOUR. WHEN I ATTEMPTED TO ACCELERATE AWAY FORM THE LIGHT, THE CAR WOULD NOT UP SHIFT, SO I HAD TO LIMP IT INTO THE NEXT PARKING LOT AT 4K RPMS AT ABOUT 7 MPH. WHEN I PULLED INTO THE PARKING SPACE, THE VEHICLE WOULD NOT SHIFT INTO PARK. AFTER SEVERAL ATTEMPTS, THE CAR FINALLY SHIFTED OUT OF DRIVE INTO REVERSE, AND AFTER SEVERAL MORE ATTEMPTS, IT FINALLY SHIFTED INTO PARK ALLOWING ME TO TURN OFF THE ENGINE. WHILE I WAS NOT REALLY INJURED BEHIND A SLIGHT SORENESS FROM THE SEAT BELT, HAD I BEEN TRAVELLING AT HIGHWAY SPEEDS WHEN THE VEHICLE DOWN SHIFTED INTO PARK, THERE WOULD HAVE BEEN A SERIOUS ACCIDENT.

- 1 g) (2015 Chrysler 200 3/12/2015) I WAS ON A SLIGHT HILL
 2 (APPROX 10-15 DEGREES) STOPPED THE CAR AND PUT IT
 3 INTO PARK, PRESSED THE ENGINE START BUTTON TO
 4 SHUT OFF THE ENGINE AND OPENED THE DOOR TO EXIT.
 5 AS I LIFTED MY WEIGHT OUT OF THE CAR, IT BEGAN TO
 6 ROLL BACKWARDS, MY FOOT SLIPPED UNDER THE CAR
 7 BUT I WAS ABLE TO HIT THE BREAKS WITH MY OTHER
 8 FOOT. THINKING IT WAS SOMETHING I DID WRONG, I
 9 PULLED THE CAR BACK UP AND REPEATED THE SAME
 10 STEPS AND IT DID THE SAME THING AGAIN (THIS TIME
 11 WITH OUT MY FOOT). I TWAS THEN THINKING, THIS IS A
 12 BRAND NEW 31K+ CAR - IT CANT BE DOING THIS SO I
 13 REPEATED A THIRD TIME AND IT HAPPENED AGAIN. I
 14 CALLED MY DEALER WHO INSTRUCTED ME TO SET THE
 15 EMERGENCY BRAKE ON PARK SELECTION ON MY RADIO
 16 AND TO BRING THE CAR IN IMMEDIATELY! ITS NOW IN
 17 THE DEALERS SHOP AS THEY ARE GETTING THE HEM
 18 AND HAW FROM CHRYSLER ON WHAT TO DO. I WANT
 19 THIS FIXED ASAP AS I AM LUCKY THE CAR DID NOT RUN
 20 OVER ME AND CRASH INTO THE CARS BEHIND ME
- 21 h) (2015 Chrysler 200 2/24/2015) WHEN DECELERATING GOING
 22 DOWN A SLIGHT INCLINE MY FOOT WAS OFF THE GAS
 23 PEDAL. AS I APPLIED THE BRAKE PEDAL THE CAR
 24 SHIFTED BUT HAD ACCELERATED AS THOUGH I HAD
 25 PUSHED ON THE GAS PEDAL. I HAD TO FORCEFULLY
 26 APPLY THE BRAKES EVEN HARDER TO KEEP FROM
 27 HITTING THE CAR IN FROM OF ME. I HAVE NOTICED THIS
 28 ON OTHER OCCASIONS AS WELL BUT THIS TIME WAS
 DIFFERENT AS THERE WAS SOMEONE IN FRONT OF ME. IT
 IS AS THOUGH WHEN THE CAR SHIFTS FROM 7TH TO 5TH
 AND ALSO FROM 5TH TO 3RD THE CAR LUNGES
 FORWARDS. I HAVE ALSO NOTICES THE CAR WILL PULL
 ITSELF UP A HILL WITHOUT APPLYING THE GAS PEDAL
 WHEN APPROACHING A STOP SIGN AT THE TOP OF THE
 HILL. I AM CONCERNED I MAY INADVERTENTLY REAR
 END ANOTHER VEHICLE WITH THIS ISSUE.
- i) (2015 Chrysler 200 12/22/2014) DROVE VEHICLE 25 MILES
 FROM HOME, PARKED FOR 2 1/2 HOURS, STARTED
 VEHICLE SHIFTED IT IN REVERSE, THE SERVICE
 TRANSMISSION NOTIFICATION CAME ON THE DRIVER
 DISPLAY, BACKED THE VEHICLE OUT OF THE PARKING
 SPOT AND SHIFTED THE VEHICLE INTO DRIVE THE GEAR
 INDICATOR SAID THE VEHICLE WAS IN 4TH GEAR AS I
 DROVE THE CAR FORWARD THE TRANSMISSION
 REMAINED IN 4TH GEAR WITHOUT SHIFTING, I DROVE
 THE CAR ABOUT 1 MILE LIKE THIS. I PARKED THE CAR IN
 A SAFE PLACE, SHUT IT OFF, CALLED CHRYSLER
 ROADSIDE ASSISTANCE, RESTARTED VEHICLE, PUT IN
 GEAR, ALL WAS NORMAL, DROVE 4 MILES,
 TRANSMISSION STUCK IN 8TH GEAR, PULLED OVER
 TURNED OFF CAR, RESTARTED AFTER 5 MINUTES, DROVE
 VEHICLE REMAINING DISTANCE HOME. NEXT DAY
 DROVE VEHICLE TO MODESTO, CA DEALERSHIP WITHOUT

PROBLEM, DEALER HAD CAR FOR 7 DAYS, THEY SAID THEY REPLACED TRANSMISSION CONTROL MODULE AND UPDATED SOFTWARE. PICK UP VEHICLE DROVE IT, NOTICING THAT SHIFTING FELT DIFFERENT THAN BEFORE THE PROBLEM, NOT AS SMOOTH. ON DECEMBER 18, 2014 WHILE DRIVING VEHICLE, THE SERVICE TRANSMISSION ADVISORY CAME ON AGAIN AND THE VEHICLE WAS STUCK IN 2ND GEAR, STOPPED VEHICLE AS BEFORE, RESTARTED AND WAS ABLE TO DRIVE BACK TO DEALERSHIP, WHERE THE VEHICLE IS NOW. THE SERVICE MANAGER ADVISES ME THAT THEY ARE WORKING WITH CHRYSLER ENGINEERS, BUT ARE NOT HAVING MUCH SUCCESS WITH AN ANSWER TO THE PROBLEM.

- j) (2015 Chrysler 200 12/9/2014) VEHICLE ACCELERATES 2 TO 3 MPH WHEN TRANSMISSION DOWNSHIFTS FROM 8TH GEAR TO 7TH AND FROM 5TH GEAR TO 4TH MAKING IT DIFFICULT TO JUDGE STOPPING DISTANCES AND MAKING TURNS. THIS HAPPENS WHEN FOOT IS OFF THE ACCELERATOR.
- k) (2015 Chrysler 200 11/03/2014) TL* THE CONTACT OWNS A 2015 CHRYSLER 200. THE CONTACT STATED THAT WHILE DRIVING AT APPROXIMATELY 30 MPH, THE GEAR SHAFT INDEPENDENTLY SHIFTED AND CAUSED THE VEHICLE TO JERK AND STOP. THE VEHICLE WAS TOWED TO A DEALER WHERE IT WAS DIAGNOSED THAT THE TRANSMISSION MODULE NEEDED TO BE UPDATED. THE VEHICLE WAS REPAIRED BUT THE FAILURE RECURRED. IN ADDITION, THE CONTACT MENTIONED THAT THE VEHICLE STALLED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 5,900.
- l) (2015 Chrysler 200 9/05/2014) TL* THE CONTACT OWNS A 2015 CHRYSLER 200. THE CONTACT STATED THAT THE VEHICLE ERRONEOUSLY SHIFTED TO NEUTRAL. THE VEHICLE WAS RESTARTED TO REGAIN NORMAL FUNCTION. THE FAILURE OCCURRED ON SEVERAL OCCASIONS. THE VEHICLE WAS TOWED TO THE DEALER BUT THE FAILURE WAS UNABLE TO BE DUPLICATED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 1,900.
- m) (2015 Chrysler 200 9/04/2014) AFTER HAVING AN ISSUE WITH THE VEHICLE STARTING AND RECEIVING A JUMPSTART, I WAS BRINGING THE CAR TO THE DEALERSHIP TO BE REPAIRED. THE VEHICLES ENGINE SUDDENLY STOPPED WHILST I WAS ON A CROWDED ROAD DURING RUSH HOUR. I HAD NO ABILITY TO ACCELERATE, NOR ENOUGH MOTION TO GET TO PARKING LOT. I WAS FORCED TO STOP IN A RIGHT HAND TURN LANE. I WAS INSTRUCTED TO PUT THE VEHICLE IN PARK, AND RESTART. AT THIS TIME THE VEHICLE DID NOT RESTART AND I CALLED MY

INSURANCE COMPANY TO REQUEST A TOW, AND POLICE ASSISTANCE TO INCREASE THE VISIBILITY OF MY VEHICLE AND TO KEEP TRAFFIC AWAY TO PREVENT AN ACCIDENT. AT THIS TIME, THE DEALERSHIP HAS STATED THAT THERE WERE NO ERROR CODES SHOWING, AND THAT THE DAY FOLLOWING THIS INCIDENT THE CAR STARTED FINE. I AM CONCERNED THAT SINCE THIS IS A VEHICLE THAT IS A FRESH REDESIGN THAT NOT ALL OF THE MAJOR ISSUES WERE CAUGHT BEFORE DEPLOYING THE VEHICLE ON THE ROAD. I DO NOT FEEL SAFE DRIVING THIS VEHICLE WITHOUT AN EXPLANATION FOR WHAT HAPPENED, AND HOW IT WAS FIXED. *TR

2015 JEEP RENEGADE

- a) (2015 Jeep Renegade 6/30/2015) I WAS ON THE HIGHWAY WHEN SUDDENLY MY BRAND NEW CAR STALLED AND WOULD NOT SHIFT BACK INTO GEAR. THE CAR BECAME IMMOBILIZED AND HAD TO GET TOWED BACK TO THE DEALERSHIP. THEY REPLACED THE FUEL VALVE AND DID NOT TEST FOR TRANSMISSION OR ELECTRICAL ISSUES. TWO DAYS LATER THE SAME THING HAPPENED ON THE HIGHWAY. I TOOK IT TO A DIFFERENT DEALERSHIP AND THEY DID NOT KNOW WHAT WAS WRONG WITH IT, SO THEY UPDATED THE SOFTWARE IN THE CAR BECAUSE TWO UPDATES WERE AVAILABLE. I GOT THE CAR BACK AND IT BROKE DOWN FOR A THIRD TIME, AGAIN AFTER ONLY 2 DAYS. THE CAR IS CURRENTLY IN THE SHOP AND CHRYSLER IS RELUCTANT TO BUYBACK THE VEHICLE. NOBODY CAN FIGURE OUT WHAT IS WRONG.
- b) (2015 Jeep Renegade 5/25/2015) HESITATION SHIFTING BETWEEN MULTIPLE GEARS. LUNGED FORWARD WITHOUT WARNING AT A COMPLETE STOP. MADE MANUFACTURER AWARE OF ISSUE.

60. Also, complaints posted by consumers in internet forums demonstrate that the defect is widespread and dangerous and that it manifests without warning. The complaints also indicate Defendant's awareness of the problems with the transmission and how potentially dangerous the defect is for consumers. The following are some safety complaints relating to ZF 9HP Automatic Transmission Defects (spelling and grammar mistakes remain as found in the original) (Edmunds.com (July 7, 2015), <http://www.edmunds.com/>; Cars.com (July 7, 2015), <http://cars.com/>; and CarComplaints.com (July 7, 2015), <http://www.carcomplaints.com/>):

Edmunds.com 2014 Jeep Cherokee & 2015 Jeep Cherokee - Consumer

Reviews:

- a) (2014 Jeep Cherokee) Posted by **murphy25p** on 06/18/2015: Be aware that car manufacturers pay some reviewers to raise the overall rating of vehicles. I had transmission problems from day one, a new transmission that still had problems at 16k miles after two software updates, engine lights requiring replacement of an air shuttle. All in all, the first 24k miles, a year of owning the vehicle, I was without it for over two weeks. What you're looking for in a new vehicle? Me neither. The transmission defects on this vehicle are well documented and in other reviews as well as mine. Believe them. There are many more reliable vehicles than this one, I'll never buy another Jeep product it's the worst vehicle I've ever owned.
- b) (2014 Jeep Cherokee) Posted by **bachleda** on 6/1/2015: Owned the car a year and has been to the dealership 5 times for shifting problems. Do not buy this car until Chrysler has fixed the shifting problems. My car will not down shift properly and wants to stay in 3rd gear. If you slow down and try to speed up, you cannot because you are in too high of a gear and have to stom on the gas for it to go. I have been in almost 3 accidents because of this.
- c) (2014 Jeep Cherokee) Posted by **vlowe945** on 8/18/2014: bought w/ 2 miles on it, 2nd day wouldn't start, been in the shop 6 times & towed once, transmission malfunctioned the ck engine brake & esc light came on then rolled forward down the driveway in reverse, it said service transmission & needed computer updates. when started it idles high then acts like its gonna die & smooth's out, taking off from stop it shimmy's from side to side. on the interstate with cruise @ 70 mph rpms are 2200 but plus or minus 1 mile the rpms drop to 1850, I resorted to video recording every time I got in it as evidence of trouble, have a active case with Jeep but if there is a issue and it doesn't throw a code its not fixable! but I did get a 6/60k free maint.
- d) (2015 Jeep Cherokee) Posted by **ehaba** on 6/12/2015: Few month from having vehicle, transmission started leaking. Sent to shop, came back and transmission light was back and vehicle was totally un-drivable. Towed back to shop. 30 days later I got vehicle back and things started working again but not for long. 10 days passed and vehicle was shut-down and started making load noise. Towed back to shop for another transmission issue. this time, it got replaced. That also aside from side airbag recall. I'm filling Lemon case. Other issues i've experienced, when trying to slow down, vehicle keeps going or even speeds. This is a big safety issue. Thank god, I give enough time to slow down. Doesn't have 3000 on it. yet have all those problems.
- e) (2015 Jeep Cherokee) Posted by **strman** on 5/14/2015: Firstly, I have the V6 model Trailhawk. It was a great car for the first 11000 miles but then one day I received an RO1 recall notice for a software reprogramming. Don't do it. This reprogramming disables second gear because they know there is a serious design flaw with the transmission. The recall reprogramming limits the down shifting

of the tranny so you end up with a car that is always in the wrong gear and a herky jerky pig to drive. I once rated this car with 5 stars but feel compelled to warn the public now because so far Chrysler appears to be unwilling and very uncaring to restore this vehicle to what I paid for.

- f) (2015 Jeep Cherokee) Posted by **aryann** on 12/22/2014: DO NOT BUY THIS CAR. There are trasnmission problems starting at 1k miles on my 2015 Jeep Cherokee Limited. The car is well built and looks great from exterior and interior. But the mechanics are a failure. My jeep stated hard shifting at 1k miles. I even had a time when I couldn't move the vehicle. I have been to the dealer several times and they haven't been able to solve my issue. Seems that I am not the only one with this issue if you search over the internet for "hard-shifting" issues with Cherokees you will understand. I am very disappointed that I have to take my new car to the dealer every couple of weeks where I get no solution to the problem.

Cars.com 2015 Jeep Cherokee - Consumer Reviews:

- a) Posted by Lost in Maine from Maine | June 6, 2015: Bought new 2015. Made it to 1300 miles and shifting issues arose. Hauled to local dealer by Jeep. Told the transmission needs to be replaced. After several days, transmission is replaced and is returned as repaired. Notice vibration and call Jeep. Told the axles need to be replaced. Also told said axles are not available until September sometime. Transmission is beginning to exhibit same issues as was first reported. It's only been 200 miles to start having problems again. Totally disgusted with the whole situation with this vehicle.

CarComplaints.com 2015 Chrysler 200 & 2015 Jeep Renegade – Owner Comments:

- a) (2015 Chrysler 200) Posted by Rudy M., Odessa, FL, USA on 5/2/2015: I purchased my car new in September 2014 and I'd like to start by saying that I had no problems with my car until I took it in for the Recall software flash on 05/02/2015. Four days after the software update, the check engine light came on. I took the car back to the dealership on 05/07/2015. I'm advised that the transmission needs to be replaced. I'm not happy since the car is only 7 months old at the time but I have the work completed. I got the car back and drove the car for the next few days and everything was great. On the fourth day, I start to feel the car hesitate as I'm in stop and go traffic. It also, lunges forward as I'm trying to bring the car to a stop. At one point the car hesitated as I was crossing a busy intersection almost causing a car to hit me. I took the car back to the dealership on 05/15/2015. I was advised that they replaced some parts and that the car was road tested and was ready for pick up. As I was driving back to work, the car started to do the same things. I called the service tech and she asked me to bring the car back in to take a test drive. I take the car in and take a test drive with a transmission specialist. He advised me at the end of the test drive that "The jerky drive is normal for this car". I can assure you that if the car drove this way

on my test drive, I would have never purchased the 2015 Chrysler 200s. I was directed to the service manager. He advised that he would talk to the district manager and see what he would be able to do. I was hoping for some good news, It was not. They offered me a lifetime warranty on the vehicle. Although this is a very nice offer, it doesn't fix the current issues that I'm having with the car. I'd like the car to be fixed or if it can't be fixed, I feel that Chrysler should do the right thing and replace the car.

- b) (2015 Chrysler 200) Posted by Ambria F., Houston, Texas , USA on 4/15/2015: This car is a total nightmare!!! I absolutely do not feel safe driving this vehicle. After already getting the transmission replaced, I'm STILL having transmission issues that seem really dangerous! I put the car into drive today and nothing happened. I returned the gear back to park. I then put the gear back into drive.....nothing. So I press the gas just to see what would happen since it was in drive and wasn't moving.
.....finally the car makes a loud noise and darts out going about 20 mph. Scary and embarrassing. I hate I ever stumbled across this car! The car is only nice looking on the outside, possessed and unpredictable on the inside!! (the transmission is garbage) Someone is going to get hurt or killed in this vehicle!
- c) (2015 Jeep Renegade) Posted by Inwolfs, Coeur D'Alene, ID, USA on 4/08/2015: The problems haunting Jeep on their 9-speed automatic transmission have been inherited by the 2015 Jeep Renegade. I have owned this car now for 5 days and, on three separate occasions, I have experienced a sudden burst of acceleration while trying to come to a stop and also when letting the vehicle roll slowly forward (as in traffic at a stop light). It is quite disconcerting and I am very afraid what will happen if it does this while I am on slick roads. I can see this transmission has been a major issue in Cherokees and I am wondering why Jeep is still putting them in their cars. Is this why the release of the Renegade took so long?

61. The Transmission Defect poses an unreasonable safety risk for Class Members and other drivers and pedestrians. A vehicle's responsiveness to driver input, such as acceleration and deceleration, and the ability of a vehicle's transmission to perform properly are critical to a vehicle's safe operation. A defect that causes one or more of these negative characteristics poses a safety hazard to the general public and increases the risk of automobile accidents.

FCA Has Exclusive Knowledge of the Transmission Defect

62. FCA had superior and exclusive knowledge of the transmission defect and knew or should have known that the defect was not known or reasonably discoverable by Plaintiffs and Class Members before they purchased

1 or leased the Class Vehicles.

2 63. Plaintiffs are informed and believe, and based thereon allege, that
3 before Plaintiffs purchased their Class Vehicles, and since at least October 2013,
4 FCA knew about the Transmission Defect through sources not available to
5 consumers, including the following: pre-release testing data; early consumer
6 complaints about the Transmission Defect to Defendant's dealers who are its
7 agents for vehicle repairs; warranty claim data related to the defect; aggregate
8 data from FCA's dealers and reports to FCA's Service Technical Assistance
9 Resource ("STAR") Center, its engineer/technical team; consumer complaints to
10 the NHTSA and resulting notice from NHTSA; early consumer complaints on
11 websites and internet forums; dealership repair orders; testing conducted in
12 response to owner or lessee complaints; technical service bulletins ("TSBs")
13 applicable to the Class Vehicles; and other internal sources of aggregate
14 information about the problem.

15 64. Further, even prior to bringing the Class Vehicles to market, FCA at
16 least twice delayed their release in order to address problems with the ZF 9H
17 Automatic Transmission for symptoms substantially similar, if not identical, to
18 the Transmission Defect.

19 65. As a result of the Transmission Defect, FCA has issued several
20 Technical Service Bulletins ("TSBs"), as well as three transmission software
21 updates, to its dealers in the United States, acknowledging defects in the ZF 9HP
22 Automatic Transmission. For example, FCA issued TSB #SB-21-013-13 on or
23 around November 14, 2013, to its dealers, covering the 2014 Jeep Cherokee, and
24 informed them of the procedure to be followed in the event customers "indicate
25 that their transmission shift quality does not meet their expectations" and poor
26 shift quality is identified during "New Vehicle Preparation 'Road Test'."
27 Further, FCA issued TSB #SB-21-014-13 on or around December 19, 2013, to
28 its dealers, covering the 2014 Jeep Cherokee, and informed them that "ON

1 SOME JEEPS, WITH NEW SOFTWARE ROBUSTNESS IMPROVEMENTS,
2 EXPERIENCING INCONSISTENT AND/OR HARSH 1-2 or 2-3 UPSHIFTS.”

3 66. Additionally, FCA’s TSB #21-018-14 from or around May 15,
4 2014, which supersedes the December 2013 TSB (#SB-21-014-13) previously
5 mentioned, addressed customer complaints regarding the 2014 Jeep Cherokee
6 transmission’s poor shifting and included a “five-minute software reset” and, in
7 some cases, a 78-minute “adaptive drive learn” test performed by the service
8 technician to ensure appropriate shifting.³¹ A Chrysler spokesperson told
9 Automotive News that the software update was in response to “customer
10 feedback” and “to improve satisfaction.”³² Despite issuing three successive
11 Technical Service Bulletins and two software updates within the first six months
12 of production, FCA CEO Sergio Marchionne assured consumers in May 2014
13 that “he was not concerned about the quality of the nine-speed automatic
14 transmission” and further promised that “[i]t will get better six months from
15 now, trust me.”³³

16 67. However, consumer complaints persisted and FCA’s promises again
17 fell short when it issued TSB #81-016-1053 on or around October 1, 2014,
18 covering the 2014-2015 Jeep Cherokees and 2015 Chrysler 200, informing
19 dealers that the “TRANSMISSION MAY NOT ALLOW THE TRANSAXLE
20 TO SHIFT GEAR DUE TO TRANSMISSION CONTROL MODULE
21 SOFTWARE.” In February 2015, FCA issued TSB #21-008-15, covering the
22 2014-2015 Jeep Cherokees and 2015 Chrysler 200, providing to dealers
23 “INFORMATION REGARDING AN ISSUE, ON SOME VEHICLES,
24 WHEREBY 5-4 DOWNSHIFTING, IS LESS THAN DESIRED AND
25 MALFUNCTION INDICATOR LAMP (MIL) WILL ILLUMINATE AND

26 ³¹ See Automotive News, *Jeep 9-speed needs a reset again* (May 26,
27 2015), <http://www.autonews.com/article/20140526/OEM06/305269979/jeep-9-speed-needs-a-reset-again> (last visited July 8, 2015).

28 ³² *Id.*
³³ *Id.*

1 REMOVING, DISASSEMBLING AND REPLACING C-CLUTCH SNAP
 2 RING AND TRANSMISSION.” Additionally, in or around February 2015,
 3 FCA released its third transmission software update for vehicles equipped with
 4 the ZF 9HP Automatic Transmission in response to consumer complaints
 5 reporting conditions such as “sudden lunges from unexpected downshifts, a lack
 6 of kickdown upon entering highways, front-axle vibration in low gears, and
 7 complete failures in which the transmission shifts into neutral while driving and
 8 lights up the dash with warning lights.”³⁴ FCA issued TSB #21-015-15 on or
 9 around March 4, 2015, relating to above-mentioned software update.

10 68. The alleged Transmission Defect was inherent in each FCA vehicle
 11 equipped with the ZF 9HP Automatic Transmission and was present in each
 12 FCA vehicle equipped with the ZF 9HP Automatic Transmission at the time of
 13 sale.

14 69. The existence of the Transmission Defect is a material fact that a
 15 reasonable consumer would consider when deciding whether to purchase or lease
 16 an FCA vehicle that was equipped with the ZF 9HP Automatic Transmission.
 17 Had Plaintiffs and other Class Members known that the Class Vehicles were
 18 equipped with defective transmissions, they would not have purchased or leased
 19 the Class Vehicles equipped with the ZF 9HP Automatic Transmissions or would
 20 have paid less for them.

21 70. Reasonable consumers, like Plaintiffs, reasonably expect that a
 22 vehicle’s transmission is safe, will function in a manner that will not pose a
 23 safety hazard, and is free from defects. Plaintiffs and Class Members further
 24 reasonably expect that FCA will not sell or lease vehicles with known safety
 25 defects, such as the Transmission Defect, and will disclose any such defects to its

26 ³⁴ See Car and Driver, *Holy Shift: ZF 9-speed Automatic Problems Mount,*
 27 *Chrysler Releases Third Software Update for Jeep Cherokee* (Feb. 4, 2015,
 28 1:55PM), <http://blog.caranddriver.com/holy-shift-zf-9-speed-automatic-problems-mount-chrysler-releases-third-software-update-for-jeep-cherokee/> (last visited July 8, 2015).

1 consumers when it learns of them. They did not expect FCA to fail to disclose
2 the Transmission Defect to them and to continually deny the defect.

3 **FCA Has Actively Concealed the Transmission Defect**

4 71. While FCA has been fully aware of the Transmission Defect in the
5 Class Vehicles, it actively concealed the existence and nature of the defect from
6 Plaintiffs and Class Members at the time of purchase, lease, repair, and
7 thereafter. Specifically, FCA failed to disclose or actively concealed at and after
8 the time of purchase, lease, or repair:

- 9 (a) any and all known material defects or material nonconformity
10 of the Class Vehicles, including the defects relating to the ZF
11 9HP Automatic Transmission;
- 12 (b) that the Class Vehicles, including their ZF 9HP Automatic
13 Transmissions, were not in good in working order, were
14 defective, and were not fit for their intended purposes; and
- 15 (c) that the Class Vehicles and their ZF 9HP Automatic
16 Transmissions were defective, despite the fact that FCA
17 learned of such defects through alarming failure rates,
18 customer complaints, and other internal sources, as early as
19 November 2013.

20 72. In fact, ever before releasing the Class Vehicles on the market, FCA
21 knew about the Transmission Defect and delayed the vehicle's release because of
22 it. Nevertheless, FCA never disclosed the Transmission Defect to Class
23 Members.

24 73. As a result of the Transmission Defect, FCA was inundated with
25 complaints regarding the ZF 9HP Automatic Transmission. As mentioned
26 above, FCA issued several Technical Service Bulletins ("TSBs") and
27 transmission software updates to its dealers in the United States, acknowledging
28 defects in the ZF 9HP Automatic Transmission. FCA has issued several

1 Technical Service Bulletins (“TSBs”), as well as three transmission software
 2 updates, to its dealers in the United States, acknowledging defects in the 9HP
 3 Automatic Transmission. For example, FCA issued TSB #SB-21-013-13 on or
 4 around November 14, 2013 to its dealers, covering the 2014 Jeep Cherokee, and
 5 informed them of the procedure to be followed in the event customers “indicate
 6 that their transmission shift quality does not meet their expectations” and poor
 7 shift quality is identified during “New Vehicle Preparation ‘Road Test’.”
 8 Further, FCA issued TSB #SB-21-014-13 on or around December 19, 2013 to its
 9 dealers, covering the 2014 Jeep Cherokee, and informed them that “ON SOME
 10 JEEPS, WITH NEW SOFTWARE ROBUSTNESS IMPROVEMENTS,
 11 EXPERIENCING INCONSISTENT AND/OR HARSH1-2 or 2-3 UPSHIFTS.”

12 74. However, on information and belief, consumers continued to
 13 experience problems with their vehicles despite the purported fix, including, but
 14 not limited to: rough, delayed, or sudden shifting or failure to shift; grinding or
 15 other loud noises during shifting; harsh engagement of gears; sudden or harsh
 16 accelerations/decelerations; sudden loss of power; premature transmission wear;
 17 and transmission failure.

18 75. Additionally, and as noted above, FCA’s TSB from or around May
 19 15, 2014, which supersedes the December 2013 TSB (#SB-21-014-13)
 20 previously mentioned, addressed customer complaints regarding the
 21 transmission’s poor shifting and included a “five-minute software reset” and, in
 22 some cases, a 78-minute “adaptive drive learn” test performed by the service
 23 technician to ensure appropriate shifting.³⁵ A Chrysler spokesperson told
 24 Automotive News that the software update was in response to “customer
 25 feedback” and “to improve satisfaction.”³⁶ Despite issuing three successive
 26

27 ³⁵ See Automotive News, *Jeep 9-speed needs a reset again* (May 26,
 28 2015), <http://www.autonews.com/article/20140526/OEM06/305269979/jeep-9-speed-needs-a-reset-again> (last visited July 8, 2015).

³⁶ *Id.*

1 Technical Service Bulletins and two software updates within the first six months
2 of production, Sergio Marchionne, CEO of Fiat Chrysler Automobiles, told
3 consumers in May 2014 that “he was not concerned about the quality of the nine-
4 speed automatic transmission.”

5 76. Yet, consumer complaints persisted and FCA’s promises again fell
6 short when it issued TSB #81-016-1053 on or around October 1, 2014, covering
7 the 2014-2015 Jeep Cherokees and 2015 Chrysler 200, informing dealers that the
8 “TRANSMISSION MAY NOT ALLOW THE TRANSAXLE TO SHIFT GEAR
9 DUE TO TRANSMISSION CONTROL MODULE SOFTWARE.” In February
10 2015, FCA issued TSB #21-008-15, covering the 2014-2015 Jeep Cherokees and
11 2015 Chrysler 200, providing to dealers “INFORMATION REGARDING AN
12 ISSUE, ON SOME VEHICLES, WHEREBY 5-4 DOWNSHIFTING, IS LESS
13 THAN DESIRED AND MALFUNCTION INDICATOR LAMP (MIL) WILL
14 ILLUMINATE AND REMOVING, DISASSEMBLING AND REPLACING C-
15 CLUTCH SNAP RING AND TRANSMISSION.” Additionally, in or around
16 February 2015, CarandDriver.com reported that FCA had released its third
17 transmission software update for vehicles equipped with the ZF 9HP Automatic
18 Transmission in response to consumer complaints reporting conditions such as
19 “sudden lunges from unexpected downshifts, a lack of kickdown upon entering
20 highways, front-axle vibration in low gears, and complete failures in which the
21 transmission shifts into neutral while driving and lights up the dash with warning
22 lights.” On information and belief, consumers continued to experience problems
23 with their vehicles despite the fix, including, but not limited to: rough, delayed,
24 or sudden shifting or failure to shift; grinding or other loud noises during
25 shifting; harsh engagement of gears; sudden or harsh accelerations/decelerations;
26 sudden loss of power; premature transmission wear; and transmission failure.

27 77. On information and belief, the software upgrades outlined by the
28 various TSBs issued by FCA were ineffective at addressing the Transmission

1 Defect.

2 78. When consumers present the Class Vehicles to authorized FCA
3 dealers for repair of the transmission, rather than repair the problem under
4 warranty, FCA dealers either inform consumers that their vehicles are
5 functioning properly, or “as designed,” or conduct repairs or software updates
6 that merely mask the defect.

7 79. To this day, FCA still has not notified Plaintiffs and Class Members
8 that the Class Vehicles suffer from a systemic defect that causes the transmission
9 to malfunction.

10 CLASS ACTION ALLEGATIONS

11 80. Plaintiffs bring this lawsuit as a class action on behalf of themselves
12 and all others similarly situated as members of the proposed Plaintiff Classes
13 pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2) and/or 23(b)(3).
14 This action satisfies the numerosity, commonality, typicality, adequacy,
15 predominance, and superiority requirements of those provisions.

16 81. The Class and Sub-Class are defined as:

17 **Class:** All individuals residing in the State of
18 California who purchased or leased any FCA vehicle
equipped with a ZF 9HP Automatic Transmission.

19 **CLRA Sub-Class:** All members of the Class who are
20 “consumers” within the meaning of California Civil
Code § 1761(d).

21 **Implied Warranty Sub-Class:** All members of the
22 Class who purchased or leased their vehicles in the
State of California.

23 82. Excluded from the Class and Sub-Class are: (1) Defendant, any
24 entity or division in which Defendant has a controlling interest, and their legal
25 representatives, officers, directors, assigns, and successors; (2) the Judge to
26 whom this case is assigned and the Judge’s staff; (3) any Judge sitting in the
27 presiding state and/or federal court system who may hear an appeal of any
28

1 judgment entered; and (4) those persons who have suffered personal injuries as a
2 result of the facts alleged herein. Plaintiffs reserve the right to amend the Class
3 and Sub-Class definitions if discovery and further investigation reveal that the
4 Class and Sub-Class should be expanded or otherwise modified.

5 83. There is a well-defined community of interest in the litigation and
6 each subclass is readily ascertainable.

7 84. Numerosity: Although the exact number of prospective class
8 members is uncertain and can only be ascertained through appropriate discovery,
9 the number is great enough such that joinder is impracticable. The disposition of
10 prospective class members' claims in a single action will provide substantial
11 benefits to all parties and to the Court. The prospective class members are
12 readily identifiable from information and records in Defendant's possession,
13 custody, or control, as well as from records kept by the departments of motor
14 vehicles of the various states.

15 85. Typicality: The claims of the representative Plaintiffs are typical of
16 the claims of the all prospective class members in that the representative
17 Plaintiffs and the prospective class members purchased and leased a Class
18 Vehicle designed, manufactured, and distributed by FCA and equipped with a
19 defective ZF 9HP Automatic Transmission. The representative Plaintiffs, like all
20 prospective class members, have been damaged by Defendant's misconduct in
21 that they have incurred or will incur the cost of repairing or replacing the
22 defective transmission. Furthermore, the factual bases of FCA's misconduct are
23 common to all prospective class members and represent a common thread
24 resulting in injury to all prospective class members.

25 86. Commonality: There are numerous questions of law and fact
26 common to Plaintiffs and the prospective class members that predominate over
27 any question affecting individual prospective class members. These common
28 legal and factual issues include the following:

- 1 (a) Whether Class Vehicles contain defects relating to the ZF
- 2 9HP Automatic Transmission;
- 3 (b) Whether the defects relating to the ZF 9HP Automatic
- 4 Transmission constitute an unreasonable safety risk;
- 5 (c) Whether Defendant knew about the defects relating to the ZF
- 6 9HP Automatic Transmission and, if so, how long Defendant
- 7 has known of the defect;
- 8 (d) Whether the defective nature of the ZF 9HP Automatic
- 9 Transmission constitutes a material fact;
- 10 (e) Whether Defendant has a duty to disclose the defective nature
- 11 of the ZF 9HP Automatic Transmission to Plaintiffs and
- 12 prospective class members;
- 13 (f) Whether Plaintiffs and the prospective class members are
- 14 entitled to equitable relief, including, but not limited to, a
- 15 preliminary and/or permanent injunction;
- 16 (g) Whether Defendant knew or reasonably should have known of
- 17 the defects relating to the ZF 9HP Automatic Transmission
- 18 before selling and leasing Class Vehicles to prospective class
- 19 members;
- 20 (h) Whether Defendant should be declared financially responsible
- 21 for notifying all prospective class members of the problems
- 22 with the Class Vehicles and for the costs and expenses of
- 23 repairing and replacing the defective ZF 9HP Automatic
- 24 Transmission;
- 25 (i) Whether Defendant is obligated to inform prospective class
- 26 members of their right to seek reimbursement for having paid
- 27 to diagnose, repair, or replace the defective ZF 9HP
- 28 Automatic Transmission; and

1 (j) Whether Defendant breached the implied warranty of
2 merchantability pursuant to the Song-Beverly Act.

3 87. Adequate Representation: Plaintiffs will fairly and adequately
4 protect prospective class members' interests. Plaintiffs have retained attorneys
5 experienced in prosecuting class actions, including consumer and product defect
6 class actions, and Plaintiffs intend to prosecute this action vigorously.

7 88. Predominance and Superiority: Plaintiff and the Class Members
8 have all suffered and will continue to suffer harm and damages as a result of
9 Defendant's unlawful and wrongful conduct. A class action is superior to other
10 available methods for the fair and efficient adjudication of the controversy.
11 Absent a class action, most Class Members would likely find the cost of
12 litigating their claims prohibitively high and would therefore have no effective
13 remedy at law. Because of the relatively small size of the individual Class
14 Members' claims, it is likely that only a few Class Members could afford to seek
15 legal redress for Defendant's misconduct. Absent a class action, Class Members
16 will continue to incur damages, and Defendant's misconduct will continue
17 without remedy. Class treatment of common questions of law and fact would
18 also be a superior method to multiple individual actions or piecemeal litigation in
19 that class treatment will conserve the resources of the courts and the litigants and
20 will promote consistency and efficiency of adjudication.

21 89. In the alternative, the Class may be certified because:

- 22 (a) The prosecution of separate actions by the individual
23 members of the Class would create a risk of inconsistent or
24 varying adjudication with respect to individual Class
25 Members, which would establish incompatible standards of
26 conduct for Defendant;
- 27 (b) the prosecution of separate actions by individual Class
28 Members would create a risk of adjudications with respect to

1 them that would, as a practical matter, be dispositive of the
 2 interests of other Class Members not parties to the
 3 adjudications, or substantially impair or impede their ability
 4 to protect their interests; and

5 (c) Defendant has acted or refused to act on grounds generally
 6 applicable to the Class, thereby making appropriate final and
 7 injunctive relief with respect to the members of the Class as a
 8 whole.

9 **FIRST CAUSE OF ACTION**
 10 **(Violation of California’s Consumer Legal Remedies Act,**
 11 **California Civil Code § 1750, et seq.)**

12 90. Plaintiffs incorporate by reference the allegations contained in the
 13 preceding paragraphs of this Complaint.

14 91. Plaintiffs bring this cause of action on behalf of themselves and on
 15 behalf of the members of the CLRA Sub-Class.

16 92. Defendant FCA US LLC is a “person” as defined by California
 17 Civil Code § 1761(c).

18 93. Plaintiffs and CLRA Sub-class Members are “consumers” within the
 19 meaning of California Civil Code § 1761(d) because they purchased their Class
 20 Vehicles primarily for personal, family, or household use.

21 94. By failing to disclose and concealing the defective nature of the
 22 transmissions from Plaintiffs and prospective Class Members, Defendant
 23 violated California Civil Code § 1770(a), as they represented that the Class
 24 Vehicles and their transmissions had characteristics and benefits that they do not
 25 have and represented that the Class Vehicles and their transmissions were of a
 26 particular standard, quality, or grade when they were of another. *See* Cal. Civ.
 27 Code §§ 1770(a)(5) & (7).

28 95. Defendant’s unfair and deceptive acts or practices occurred

1 repeatedly in Defendant's trade or business, were capable of deceiving a
2 substantial portion of the purchasing public, and imposed a serious safety risk on
3 the public.

4 96. Defendant knew that the Class Vehicles and their transmissions
5 suffered from an inherent defect, were defectively designed or manufactured, and
6 were not suitable for their intended use.

7 97. As a result of their reliance on Defendant's omissions, owners
8 and/or lessees of the Class Vehicles suffered an ascertainable loss of money,
9 property, and/or value of their Class Vehicles. Additionally, as a result of the
10 Transmission Defect, Plaintiffs and Class Members were harmed and suffered
11 actual damages in that the Class Vehicles' transmission components are
12 substantially certain to fail before their expected useful life has run.

13 98. Defendant was under a duty to Plaintiffs and Class Members to
14 disclose the defective nature of the transmissions and/or the associated repair
15 costs because:

- 16 (a) Defendant was in a superior position to know the true state of
17 facts about the safety defect in the Class Vehicles'
18 transmissions;
- 19 (b) Plaintiffs and Class Members could not reasonably have been
20 expected to learn or discover that their transmissions had a
21 dangerous safety defect until it manifested; and
- 22 (c) Defendant knew that Plaintiffs and Class Members could not
23 reasonably have been expected to learn of or discover the
24 safety defect.

25 99. In failing to disclose the defective nature of the transmissions,
26 Defendant knowingly and intentionally concealed material facts and breached its
27 duty not to do so.

28 100. The facts about the Transmission Defect that the Defendant

1 concealed from, or failed to disclose to, Plaintiffs and Class Members are
2 material in that a reasonable consumer would have considered them to be
3 important in deciding whether to purchase or lease the Class Vehicles or pay
4 less. Had Plaintiffs and Class Members known that the Class Vehicles'
5 transmissions were defective, they would not have purchased or leased the Class
6 Vehicles or would have paid less for them.

7 101. Plaintiffs and Class Members are reasonable consumers who do not
8 expect the transmissions installed in their vehicles to exhibit problems such as:
9 rough, delayed, or sudden shifting or failure to shift; grinding or other loud
10 noises during shifting; harsh engagement of gears; sudden or harsh
11 accelerations/decelerations; sudden loss of power; premature transmission wear;
12 and eventually, transmission failure. This is the reasonable and objective
13 consumer expectation relating to vehicle transmissions.

14 102. As a result of Defendant's conduct, Plaintiffs and Class Members
15 were harmed and suffered actual damages in that, on information and belief, the
16 Class Vehicles experienced and may continue to experience problems such as:
17 rough, delayed, or sudden shifting or failure to shift; grinding or other loud
18 noises during shifting; harsh engagement of gears; sudden or harsh
19 accelerations/decelerations; sudden loss of power; premature transmission wear;
20 and eventually, transmission failure.

21 103. As a direct and proximate result of Defendant's unfair or deceptive
22 acts or practices, Plaintiffs and Class Members suffered and will continue to
23 suffer actual damages.

24 104. Plaintiffs and the Class are entitled to equitable relief.

25 105. Plaintiffs provided Defendant with notice of its violations of the
26 CLRA pursuant to California Civil Code § 1782(a). Defendant failed to provide
27 appropriate relief for its violations of the CLRA. Thus, Plaintiffs seek monetary,
28 compensatory, and punitive damages, in addition to the injunctive and equitable

1 relief that they sought before.

2 **SECOND CAUSE OF ACTION**

3 **(Violation of California Business & Professions Code § 17200, *et seq.*)**

4 106. Plaintiffs incorporate by reference the allegations contained in the
5 preceding paragraphs of this Complaint.

6 107. Plaintiffs bring this cause of action on behalf of themselves and on
7 behalf of the Class.

8 108. As a result of their reliance on Defendant's omissions, owners
9 and/or lessees of the Class Vehicles suffered an ascertainable loss of money,
10 property, and/or value of their Class Vehicles. Additionally, as a result of the
11 Transmission Defect, Plaintiffs and Class Members were harmed and suffered
12 actual damages in that the Class Vehicles' transmission components are
13 substantially certain to fail before their expected useful life has run.

14 109. California Business & Professions Code § 17200 prohibits acts of
15 "unfair competition," including any "unlawful, unfair or fraudulent business act
16 or practice" and "unfair, deceptive, untrue or misleading advertising."

17 110. Plaintiffs and Class Members are reasonable consumers who do not
18 expect their transmissions to exhibit problems such as: rough, delayed, or sudden
19 shifting or failure to shift; grinding or other loud noises during shifting; harsh
20 engagement of gears; sudden or harsh accelerations/decelerations; sudden loss of
21 power; premature transmission wear; and eventually, transmission failure.

22 111. Defendant knew the Class Vehicles and their transmissions suffered
23 from inherent defects, were defectively designed or manufactured, would fail
24 prematurely, and were not suitable for their intended use.

25 112. In failing to disclose the defects with the transmission, Defendant
26 has knowingly and intentionally concealed material facts and breached their duty
27 not to do so.

28 113. Defendant was under a duty to Plaintiffs and Class Members to

disclose the defective nature of the Class Vehicles and their transmissions:

- (a) Defendant was in a superior position to know the true state of facts about the safety defect in the Class Vehicles' transmissions;
- (b) Defendant made partial disclosures about the quality of the Class Vehicles without revealing the defective nature of the Class Vehicles and their transmissions; and
- (c) Defendant actively concealed the defective nature of the Class Vehicles and their transmissions from Plaintiffs and the Class.

114. The facts regarding the Transmission Defect that the Defendant concealed from, or failed to disclose to, Plaintiffs and Class Members are material in that a reasonable person would have considered them to be important in deciding whether to purchase or lease Class Vehicles. Had Plaintiffs and other Class Members known that the Class Vehicles' ZF 9HP Automatic Transmissions were defective and posed a safety hazard, then Plaintiffs and the other Class Members would not have purchased or leased Class Vehicles equipped with ZF 9HP Automatic Transmissions, or would have paid less for them.

115. Defendant continues to conceal the defective nature of the Class Vehicles and their transmissions even after Class Members began to report problems. Indeed, Defendant continues to cover up and conceal the true nature of the problem.

116. Defendant's conduct was and is likely to deceive consumers.

117. Defendant's acts, conduct and practices were unlawful, in that they constituted:

- (a) Violations of the California Consumer Legal Remedies Act;
- (b) Violations of the Song-Beverly Consumer Warranty Act; and
- (c) Violations of the express warranty provisions of California

Commercial Code section 2313.

118. By its conduct, Defendant has engaged in unfair competition and unlawful, unfair, and fraudulent business practices.

119. Defendant's unfair or deceptive acts or practices occurred repeatedly in Defendant's trade or business, and were capable of deceiving a substantial portion of the purchasing public.

120. As a direct and proximate result of Defendant's unfair and deceptive practices, Plaintiffs and the Class have suffered and will continue to suffer actual damages.

121. Defendant has been unjustly enriched and should be required to make restitution to Plaintiffs and the Class pursuant to §§ 17203 and 17204 of the Business & Professions Code.

THIRD CAUSE OF ACTION

(Breach of Implied Warranty Pursuant to Song-Beverly

Consumer Warranty Act, California Civil Code §§ 1792 and 1791.1, *et seq.*)

122. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

123. Plaintiffs bring this cause of action against Defendant on behalf of themselves and on behalf of the members of the Implied Warranty Sub-Class.

124. At all relevant times, Defendant was the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles. Defendant knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased.

125. Defendant provided Plaintiffs and Class Members with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold. However, the Class Vehicles are not fit for their ordinary purpose of providing reasonably reliable and safe transportation because, *inter alia*, the Class Vehicles and their transmissions suffered from an inherent defect at the time of sale and

1 thereafter are not fit for their particular purpose of providing safe and reliable
2 transportation.

3 126. Defendant impliedly warranted that the Class Vehicles were of
4 merchantable quality and fit for such use. This implied warranty included,
5 among other things: (i) a warranty that the Class Vehicles and their
6 transmissions that were manufactured, supplied, distributed, and/or sold by FCA
7 were safe and reliable for providing transportation; and (ii) a warranty that the
8 Class Vehicles and their transmissions would be fit for their intended use while
9 the Class Vehicles were being operated.

10 127. Contrary to the applicable implied warranties, the Class Vehicles
11 and their transmissions at the time of sale and thereafter were not fit for their
12 ordinary and intended purpose of providing Plaintiffs and Class Members with
13 reliable, durable, and safe transportation. Instead, the Class Vehicles are
14 defective, including, but not limited to, the defective design and manufacture of
15 their transmissions.

16 128. As a result of Defendant's breach of the applicable implied
17 warranties, owners and/or lessees of the Class Vehicles suffered an ascertainable
18 loss of money, property, and/or value of their Class Vehicles. Additionally, as a
19 result of the Transmission Defect, Plaintiffs and Class Members were harmed
20 and suffered actual damages in that the Class Vehicles' transmission components
21 are substantially certain to fail before their expected useful life has run.

22 129. Defendant's actions, as complained of herein, breached the implied
23 warranty that the Class Vehicles were of merchantable quality and fit for such
24 use in violation of California Civil Code §§ 1792 and 1791.1.

25 **FOURTH CAUSE OF ACTION**

26 **(Breach of Warranty under the Magnuson-Moss Warranty Act,**

27 **15 U.S.C. § 2303 *et seq.*)**

28 130. Plaintiffs incorporate by reference the allegations contained in the

1 preceding paragraphs of this Complaint.

2 131. Plaintiffs bring this cause of action on behalf of themselves and on
3 behalf of the Class.

4 132. The Class Vehicles are a “consumer product” within the meaning of
5 the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

6 133. Plaintiffs and Class Members are “consumers” within the meaning
7 of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

8 134. Defendant FCA US LLC is a “supplier” and “warrantor” within the
9 meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

10 135. Defendant’s express warranty is a “written warranty” within the
11 meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6).

12 136. FCA provided all purchasers and lessees of the Class Vehicles with
13 a New Vehicle Basic Limited Warranty and a Powertrain Limited Warranty. In
14 this Basic Limited Warranty, FCA expressly warranted that it would “**cover[] . . .**
15 **all parts and labor needed to repair any item on [the] vehicle** when it left the
16 manufacturing plant that is defective in material, workmanship or factory
17 preparation.” FCA promised to cover “any item on [the] vehicle” with the
18 exception of tires and unwired headphones under its Basic Limited Warranty, for
19 “36 months from the date it begins or for 36,000 miles on the odometer,
20 whichever occurs first.”

21 137. Furthermore, under the Powertrain Limited Warranty, FCA
22 expressly warranted that it would “**cover[] . . . the costs of all parts and labor**
23 **needed to repair a powertrain component** listed in [the] section . . . below that
24 is defective.” FCA promised to cover listed powertrain components under its
25 Powertrain Limited Warranty, including the transmission and transmission
26 control module “for up to 5 years or 100,000 miles on the odometer, whichever
27 occurs first.”

28 138. On information and belief, Defendant breached the express warranty

1 by purporting to repair the transmission and its component parts by replacing the
2 defective or damaged transmission components with the same defective
3 components and/or instituting temporary fixes, on information and belief, to
4 ensure that the Transmission Defect manifests outside of the Class Vehicles'
5 express warranty period.

6 139. Furthermore, Defendant impliedly warranted that the Class Vehicles
7 were of merchantable quality and fit for such use. This implied warranty
8 included, among other things: (i) a warranty that the Class Vehicles and their
9 transmissions that were manufactured, supplied, distributed, and/or sold by FCA
10 were safe and reliable for providing transportation; and (ii) a warranty that the
11 Class Vehicles and their transmissions would be fit for their intended use while
12 the Class Vehicles were being operated.

13 140. Contrary to the applicable implied warranties, the Class Vehicles
14 and their transmissions at the time of sale and thereafter were not fit for their
15 ordinary and intended purpose of providing Plaintiffs and Class Members with
16 reliable, durable, and safe transportation. Instead, the Class Vehicles are
17 defective, including, but not limited to, the defective design of their
18 transmissions.

19 141. Defendant's breach of express and implied warranties has deprived
20 Plaintiffs and Class Members of the benefit of their bargain.

21 142. The amount in controversy of Plaintiffs' individual claims meets or
22 exceeds the sum or value of \$25,000. In addition, the amount in controversy
23 meets or exceeds the sum or value of \$50,000 (exclusive of interests and costs)
24 computed on the basis of all claims to be determined in this suit.

25 143. Defendant has been afforded a reasonable opportunity to cure its
26 breach, including when Plaintiffs and Class Members brought their vehicles in
27 for diagnoses and repair of the transmission.

28 144. As a direct and proximate cause of Defendant's breach of express

1 and implied warranties, Plaintiffs and Class Members sustained damages and
2 other losses in an amount to be determined at trial. Defendant's conduct
3 damaged Plaintiffs and Class Members, who are entitled to recover actual
4 damages, consequential damages, specific performance, diminution in value,
5 costs, attorneys' fees, and/or other relief as appropriate.

6 145. Additionally, FCA breached the express warranty by performing
7 illusory repairs. Rather than repairing the vehicles pursuant to the express
8 warranty, FCA falsely informed class members that there was no problem with
9 their vehicles, performed ineffective software updates, or replaced defective
10 components in the ZF 9HP Automatic Transmissions with equally defective
11 components, without actually repairing the vehicles.

12 146. As a result of Defendant's violations of the Magnuson-Moss
13 Warranty Act as alleged herein, Plaintiffs and Class Members have incurred
14 damages.

15 **FIFTH CAUSE OF ACTION**

16 **(For Breach of Express Warranty Under Cal. Comm. Code § 2313)**

17 147. Plaintiffs incorporate by reference the allegations contained in the
18 preceding paragraphs of this Complaint.

19 148. Plaintiffs bring this cause of action on behalf of themselves and on
20 behalf of the Class.

21 149. As a result of Defendant's breach of the applicable express
22 warranties, owners and/or lessees of the Class Vehicles suffered an ascertainable
23 loss of money, property, and/or value of their Class Vehicles. Additionally, as a
24 result of the Transmission Defect, Plaintiffs and Class Members were harmed
25 and suffered actual damages in that the Class Vehicles' transmissions are
26 substantially certain to fail before their expected useful life has run.

27 150. Defendant provided all purchasers and lessees of the Class Vehicles
28 with the express warranty described herein, which became a material part of the

1 bargain. Accordingly, Defendant's express warranty is an express warranty
2 under California law.

3 151. Defendant manufactured and/or installed the transmission and its
4 component parts in the Class Vehicles, and the transmission and its component
5 parts are covered by the express warranty.

6 152. FCA provided all purchasers and lessees of the Class Vehicles with
7 a New Vehicle Basic Limited Warranty and a Powertrain Limited Warranty. In
8 this Basic Limited Warranty, FCA expressly warranted that it would "**cover[] . . .**
9 **all parts and labor needed to repair any item on [the] vehicle** when it left the
10 manufacturing plant that is defective in material, workmanship or factory
11 preparation." FCA promised to cover "any item on [the] vehicle" with the
12 exception of tires and unwired headphones under its Basic Limited Warranty, for
13 "36 months from the date it begins or for 36,000 miles on the odometer,
14 whichever occurs first."

15 153. Furthermore, under the Powertrain Limited Warranty, FCA
16 expressly warranted that it would "**cover[] . . . the costs of all parts and labor**
17 **needed to repair a powertrain component** listed in [the] section . . . below that
18 is defective." FCA promised to cover listed powertrain components under its
19 Powertrain Limited Warranty, including the transmission and transmission
20 control module , "for up to 5 years or 100,000 miles on the odometer, whichever
21 occurs first."

22 154. On information and belief, Defendant breached the express warranty
23 by purporting to repair the transmission and its component parts by replacing the
24 defective or damaged transmission components with the same defective
25 components and/or instituting temporary fixes, on information and belief, to
26 ensure that the Transmission Defect manifests outside of the Class Vehicles'
27 express warranty period.

28 155. Plaintiffs were not required to notify FCA of the breach and/or were

not required to do so because affording FCA a reasonable opportunity to cure its breach of written warranty would have been futile. Defendant was also on notice of the defect from the complaints and service requests it received from Class Members, from repairs and/or replacements of the transmission or a component thereof, and through other internal sources.

156. As a direct and proximate cause of Defendant's breach, Plaintiffs and Class Members suffered, and continue to suffer, damages, including economic damages at the point of sale or lease. Additionally, Plaintiffs and Class Members either have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

157. Additionally, FCA breached the express warranty by performing illusory repairs. Rather than repairing the vehicles pursuant to the express warranty, FCA falsely informed class members that there was no problem with their vehicle, performed ineffective software flashes, or replaced defective components in the ZF 9HP Automatic Transmissions with equally defective components, without actually repairing the vehicles.

158. Plaintiffs and Class Members are entitled to legal and equitable relief against Defendant, including actual damages, consequential damages, specific performance, attorneys' fees, costs of suit, and other relief as appropriate.

RELIEF REQUESTED

159. Plaintiffs, on behalf of themselves and all others similarly situated, requests the Court to enter judgment against Defendant, as follows:

- (a) An order certifying the proposed Class and Sub-Classes, designating Plaintiffs as named representatives of the Class, and designating the undersigned as Class Counsel;
- (b) A declaration that Defendant are financially responsible for notifying all Class Members about the defective nature of the

- 1 ZF 9HP Automatic Transmission, including the need for
2 periodic maintenance;
- 3 (c) An order enjoining Defendant from further deceptive
4 distribution, sales, and lease practices with respect to Class
5 Vehicles; compelling Defendant to issue a recall for the Class
6 Vehicles pursuant to the applicable NHTSA guidelines;
7 compelling Defendant to remove, repair, and/or replace the
8 Class Vehicles' ZF 9HP Automatic Transmissions with
9 suitable alternative product(s) that do not contain the defects
10 alleged herein; enjoining Defendant from selling the Class
11 Vehicles with the misleading information; and/or compelling
12 Defendant to reform its warranty, in a manner deemed to be
13 appropriate by the Court, to cover the injury alleged and to
14 notify all Class Members that such warranty has been
15 reformed;
- 16 (d) A declaration requiring Defendant to comply with the various
17 provisions of the Song-Beverly Act alleged herein and to
18 make all the required disclosures;
- 19 (e) An award to Plaintiffs and the Class for compensatory,
20 exemplary, and statutory damages, including interest, in an
21 amount to be proven at trial; Any and all remedies provided
22 pursuant to the Song-Beverly Act, including California Civil
23 Code section 1794;
- 24 (f) A declaration that Defendant must disgorge, for the benefit of
25 the Class, all or part of the ill-gotten profits it received from
26 the sale or lease of its Class Vehicles, or make full restitution
27 to Plaintiffs and Class Members;
- 28 (g) An award of attorneys' fees and costs, as allowed by law;

- 1 (h) An award of attorneys' fees and costs pursuant to California
2 Code of Civil Procedure § 1021.5;
3 (i) An award of pre-judgment and post-judgment interest, as
4 provided by law;
5 (j) Leave to amend the Complaint to conform to the evidence
6 produced at trial; and
7 (k) Such other relief as may be appropriate under the
8 circumstances.

9 **DEMAND FOR JURY TRIAL**

10 160. Plaintiffs demand a trial by jury of any and all issues in this action
11 so triable.

12 Dated: November 23, 2015

Respectfully submitted,

13 Capstone Law APC
14

15 By: /s/ Jordan L. Lurie

16 Jordan L. Lurie
17 Robert K. Friedl
18 Tarek H. Zohdy
19 Cody R. Padgett

20 Attorneys for Plaintiffs Dolores Granillo,
21 Albert Granillo, and Desiree Nava
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